



## **Invitation for Bid No. 2024-060 Detention Center Cell Block Painting**

**Due Date:** April 25, 2024  
**Time:** 2:00 PM Local Time  
**Submittal Location:** Union County Government Center  
Procurement Department  
500 N. Main Street, Suite 709  
Monroe, NC 28112

**Non-Mandatory Pre-Proposal Conference and Site Visit. April 10, 2024.**

For the time and location, refer to page 4, Notice of Advertisement for details.

**This meeting is highly encouraged. The Detention Center is a secure building with limited access.**

### **Procurement Contact**

Michael High  
Procurement Specialist  
Work: 704.283-3519  
Cell: 704-578-1368  
[michael.high@unioncountync.gov](mailto:michael.high@unioncountync.gov)

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## 2 NOTICE OF ADVERTISEMENT

**Union County, North Carolina  
IFB No. 2024-060  
Detention Center Cell Block Painting**

Sealed bids for the Detention Center Cell Block Painting will be received by mail or hand delivery to Union County's Procurement Department until **2:00 PM** (local time) on **April 25, 2024**, at the Union County Government Center, 500 North Main Street, Suite 709, Monroe, NC 28112 at which time the Bids will be publicly opened and read aloud. **Late bids will not be accepted.**

If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED – 2024-060" and shall be addressed to Union County Procurement Department, Attn: Michael High, 500 North Main Street, Suite 709, Monroe, NC 28112.

Union County, North Carolina, through the Facilities Management Department, is seeking bids from qualified companies for interior painting and related services at the Union County Detention Center.

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

**A Non-Mandatory Pre-Bid and Site Visit Meeting:**

April 10, 2024, at 10:00 AM local time  
Union County Detention Center  
Room 156 - Detention Center Training  
Room 3344 Presson Road  
Monroe, NC

**This meeting is highly encouraged. The Detention Center is a secure building with limited access.**

Copies of the solicitation may be obtained from the locations listed below:

1. Download the Bid Documents from the Union County Website [www.unioncountync.gov](http://www.unioncountync.gov) (Procurement Page, Current Bids).
2. Download the Solicitation Documents from the State of North Carolina Electronic Vendor Portal: <https://evp.nc.gov> (Search County of Union – Filter Solicitation Status Open).

All questions about the meaning or intent of the Bidding Documents are to be submitted in writing to the Procurement contact person listed on the cover page ([michael.high@unioncountync.gov](mailto:michael.high@unioncountync.gov)). Deadline for questions is **April 12, 2024 at 10:00 AM** local time.

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.

**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.**

### 3 BID SUBMISSION

#### 3.1 BID SUBMISSION DEADLINE

Bids shall be sealed and labeled on the outside envelope "IFB 2024-060 Detention Center Cell Block Painting". IFB's are to be received by the Union County, Procurement Department by **2:00 PM local time on April 25, 2024**. **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 Contractor Submitting Bid]  
NC General Contractors Number  
IFB No. 2024-060  
Detention Center Cell Block Painting  
Attention: Michael High

**If using a delivery service, your company name and the solicitation number must be visible on the outside delivery box/envelope.** Ship, Mail, or Hand Deliver to the following address:

Union County Government Center  
**Procurement Department**  
500 North Main Street, Suite 709  
Monroe, NC 28112  
Attention: Michael High

*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 BID QUESTIONS

Bid questions will be due on or before **April 12, 2024, at 10:00 AM** local time. The primary purpose of this is to provide participating Contractors with the opportunity to ask questions, in writing, related to the IFB.

Submit questions by email to Michael High at [Michael.high@unioncountync.gov](mailto:Michael.high@unioncountync.gov) by the deadline shown above. The email subject line should be identified as follow: IFB 2024-060 Detention Center Cell Block Painting Questions. All questions and answers may be posted as addenda on [www.unioncountync.gov](http://www.unioncountync.gov) and <https://evp.nc.gov>.

### **3.4 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 Bidder find discrepancies or omissions in this IFB or any other documents provided by Union County, the Bidder 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 Bidder on Appendix C 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 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.

### **4.3 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.

### **4.4 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.

### **4.5 BIDDERS RESPONSIBILITIES**

The Bidder must be capable, either as a firm or a team, of providing all parts as described under Section 6 - Specifications. Exclusion of any service for this Bid may serve as cause for rejection.

### **4.6 PERFORMANCE AND PAYMENT BONDS**

A Performance Bond and a Labor and Material Payment Bond are required. The contractor shall obtain a Performance Bond and a Payment Bond acceptable to the Owner from a surety company authorized to do business in North Carolina and satisfactory to Owner, each bond for the full amount of the Contract Sum and any subsequent increases. The bonds shall remain in effect for a period of not less than two (2) years following the date of Substantial Completion or the time required to resolve any items of incomplete Work and the payment of any disputed amounts, whichever time period is longer. The bond shall guarantee the Contractor's faithful performance of the Contract and the

payment of all obligations arising thereunder. The Contractor shall pay all charges in connection with these bonds.

#### **4.7 BID SUBMISSION**

- a) Bids must be enclosed in a sealed envelope, box, or package, and clearly marked on the outside with the following: IFB Title, Bid Number, and the Bidder's company name, address, phone, email address, and contact name.
- b) All costs incurred in the preparation and presentation of the bid is the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. All documentation submitted with the bid will become the property of the County.

## **5 PURPOSE**

### **5.1 INTRODUCTION**

Union County, North Carolina, through the Facilities Department, is seeking bids from qualified companies for interior painting and related services at the Union County Detention Center. The scope of work for the project is listed below.

### **5.2 COUNTY**

Union County, North Carolina (population 247,058) 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, human services, cultural and recreational activities, and general government administration.

## **6 SCOPE OF WORK**

### **6.1 INITIAL SCOPE**

Painting all Cell Block Day areas (2 coats) including but not limited to walls, rails, doors, fencing and air duct supply and return grills. Epoxy concrete floors in the Day Rooms with three base coats. Extensive prep work needed. Quote to include all material and equipment needed to complete project.

- All work shall be scheduled and coordinated with the on-site staff. Some of the work may require coordination with inmate relocation activities. Clean up each area prior to moving to another area.
- While in the building the contractor and his employees will be escorted by Detention Center employees.
- Thoroughly clean all walls, remove mildew/mold and treat with antimicrobial solutions as recommended by the wall coating manufacturer.
- Prepare the walls and floors for the coating system as recommended by the coating manufacturer and required by warranties associated with the coating supplied. The surface shall be free from dirt, dust, grease, oil, paint, or any other contaminants.
- Apply the coating system specified, in the coverage rates listed by the manufacturer and in the recommended application sequences and curing times.
- Provide manufacturers' standard warranty for product and application.
- Plans of the Detention Center are restricted and will not be distributed.
- Attendance at the Pre-Bid meeting is not mandatory, but it is highly encouraged.
- There are four cell blocks. All square footage measurements are approximate. The contractor is responsible for the complete painting scope of each area on a lump sum basis.



Each block has approximately:

- Wall square footage 3800 (Painting). The walls are approximately 20 to 25 feet high.
  - Floor square footage of 2150 (Epoxy)
  - 48 - 10x8 HVAC grills (2 in each cell)
  - 1 – 14x10 HVAC vent grill in shower
  - 2 - 24x24 HVAC vent grills in the ceiling duct work and the entire ceiling duct work is to be painted.
  - 1- 14x20 HVAC vent grill on the second floor.
  - All Cells doors (front and back) and the entire door frame shall be painted.
- The ceiling duct work is to be painted in the day room and the ceiling exhaust and security bars are to be painted.
  - There are approximately 5 metal tables in each block. These are attached to the floor and need to remain. The legs and the platform will need to be painted the same color as the walls.
  - Re-Stencil cell numbers to match the original number and any other lettering.
  - The painting and epoxy will be coordinated simultaneously with a re-locking project of the cell doors in the facility. The re-locking will be performed by another contractor.

Special Holder Cell Area:

- Wall square footage 700 (Painting)
- 18-10x8 HVAC vents (2 in each cell)
- 2 -10x8 HVAC vents in Hallway
- Floors are VCT so No Epoxying the floor.

#### 1. Duration

The work in each cell block needs to be completed within 30 days.

- a. Make all necessary adjustments for conformance to this requirement. There will be no extensions.
- b. Project schedule must coordinate with another project.
- c. On-site work to begin Early as June 2024.

#### 2. General

- a. Remove all damaged and flaking paint, paint walls, bunks, doors, rails, and cages.
- b. Remove old paint from floors and apply a clear Epoxy on the flooring and the Dayroom.

#### 3. Mechanical

- a. Grind and remove old paint on the existing return and supply HVAC grilles then repaint.

### 6.2 INTERIOR FINISHES

The paint shall be Sherwin-Williams as listed below or approved equal. Products equal to the listed brand must be pre-approved by Union County. Submit the specifications of alternate brands to Michael High ([Michael.high@unioncountync.gov](mailto:Michael.high@unioncountync.gov)) for approval prior to the question deadline. Approved products will be listed in an addendum. If not listed, it is not pre-approved. The contractor must comply with all the manufacture's installation and safety requirements for any product used.

## **Block/Masonry**

**2 Coats:** B58W00610 - Macropoxy® 646 Fast Cure Epoxy Part A

**Paint color for the walls will be 7653 Silverpointe**

- Location: Cell Block Walls

*Notes: Color: SW7653 Silverpointe - Surface needs to be clean, dry, and dull (walls should be scuff sanded to ensure adhesion). Remove any loose/peeling previous coatings to ensure a sound substrate. Ensure the substrate is truly clean and is free from hand oils and other surface contaminants. Apply a test patch to ensure adhesion and compatibility with existing coating.*

**Part B - Catalyst:** B58V00600 - Macropoxy® 646 Fast Cure Epoxy Part B Hardener

- Location: Cell Block Walls

*Notes: This is the Macropoxy 646 Part B Catalyst that must be mixed with the Part A listed above. Follow data page for proper mixing instructions.*

## **Metal**

**2 Coats:** B58W00610 - Macropoxy® 646 Fast Cure Epoxy Part A

**Paint color for the metal will be 7653 Silverpointe**

- Location: Cell Block Railing & Steps

*Notes: Color: SW7653 Silverpointe - Surface needs to be clean, dry, and dull. Remove any loose/peeling previous coatings to ensure a sound substrate. Ensure the substrate is truly clean and is free from hand oils and other surface contaminants. Apply a test patch to ensure adhesion and compatibility with existing coating.*

**Part B - Catalyst:** B58V00600 - Macropoxy® 646 Fast Cure Epoxy Part B Hardener

- Location: Cell Block Railing & Steps

*Notes: This is the Macropoxy 646 Part B Catalyst that must be mixed with the Part A listed above. Follow data page for proper mixing instructions.*

## **Concrete Floor**

**3 Coats:** B65C00060 - ArmorSeal® Rexthane I Floor Coating Clear

- Location: Cell Block Floors

*Notes: Color = Clear. Floor needs to be prepped with a floor grinder. 100% of previous coating needs to be removed. The profile of the bare concrete needs to be equal to 120 grit sandpaper or rougher to be properly prepped for the new coating.*

### **6.3 WARRENTY**

Three-year warranty on peeling or cracking paint. The paint for the walls and metal shall be Sherwin-Williams B58W00610 - Macropoxy® 646 Fast Cure Epoxy or approved equal. The paint for the floors shall be B65C00060 - ArmorSeal® Rexthane - Floor Coating Clear. See Exhibit B or approved equal.

### **6.4 DETENTION CENTER BACKGROUND CHECKLIST**

All employees of the contractor and any subcontractors will have to complete a background check to enter the jail. This will include a copy of each person's issued State IDd and a business ID where applicable. Each employee will be required to complete a Confidentiality and Non-disclosure Agreement form (see Appendix D).

### **6.5 TOOL LIST:**

All contractors will need to provide a tool list every day of the items they are bringing in. There will be daily check-in and check-out.

### **6.6 EMPLOYEES**

Provide a daily list of the workers and the team leaders.

## **6.7 INMATE ROTATION**

Inmates will be moved out per Block for 30 days. The 30 days including the relocking and the intercom and new security per block.

## **6.8 DEVIATIONS**

Any deviations from specifications and requirements herein must be clearly pointed out by bidder. Otherwise it will be considered that products offered will be in strict compliance with these specifications and requirements, and successful bidder will be held responsible therefor. 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 or non-responses provided elsewhere in this bid.

## 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. **All unsigned Bids will be disqualified.** In submitting a Bid, Bidder affirms all statements contained in the bid are true and accurate.

### 7.2 BID FORMAT

Bids must include the following:

- Appendix A – Price Form (signed)
- Appendix B – Bid Submission Form (signed)
- Appendix C – Addendum Receipt and Anti-Collusion Form (signed)
- Appendix D – HUB Forms
- List of Proposed Subcontractors
- Contractor’s License Number

### 7.3 TERMS OF SUBMISSION

All material received from a person or company (“Bidder”) in response to this solicitation shall become the property of Union County and will not be returned to the Bidder. Any and all costs incurred by a Bidder in preparing, submitting, or presenting submissions are the Bidder’s sole responsibility and Union County shall not reimburse the Bidder. All responses to this solicitation will be considered a public record and subject to disclosure under applicable public records law.

Any material in a response which the Bidder considers a trade secret and exempt from disclosure as a public record under applicable law, including N.C.G.S. §§ 132-1.2 and 66-152, must be properly designated as a trade secret. In order to properly designate such material, the Bidder must: (i) submit any trade secret materials in a separate envelope, or file, from all other submitted material, being clearly marked as “Trade Secret – Confidential and Proprietary Information,” and (ii) stamp the same trade secret/confidentiality designation on each page of the materials therein which contain trade secrets.

To the extent consistent with public records law, Union County will make reasonable efforts to maintain the confidential nature of trade secrets, as determined by Union County and subject to the conditions set forth herein. Bidder understands and agrees by submitting a response to this solicitation, that if a request is made to review or produce a copy of any information in the Bidder’s materials which was properly labeled by the Bidder as a trade secret, Union County will notify the Bidder of the request and the date that such materials will be released to the requestor unless the Bidder obtains a court order enjoining that disclosure. If the Bidder fails to obtain the court order enjoining disclosure prior to

that date, Bidder understands and agrees that Union County will release the requested information to the requestor on that date.

Furthermore, the Bidder also agrees to indemnify and hold harmless Union County and each of its officers, employees, and agents from all costs, damages, and expenses incurred in connection with refusing to disclose any material that has been designated as a trade secret by Bidder.

#### **7.4 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 Bidder; 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.

#### **7.5 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, responsible 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.

All payroll taxes, liability and worker's compensation are the sole responsibility of the Bidder. The Bidder understands that an employer/employee relationship does not exist under this contract.

#### **7.6 APPLICATION OF NORTH CAROLINA GENERAL STATUTES**

The General Statutes of North Carolina regarding purchasing and competitive bidding (G.S. § 143-129) are made a part herein and will govern the bidding process as applicable.

### **8 GENERAL CONDITIONS AND REQUIREMENTS**

#### **8.1 MINIMUM REQUIREMENTS FOR BIDDERS**

Bids shall be considered only from companies normally engaged in performing the type of work specified in this solicitation. Union County, in its discretion, shall determine whether the evidence of responsibility and ability to perform is satisfactory. The individual/firm warrants that he/she is fully qualified, with adequate personnel and experience, to undertake the services required. The Bidder shall also certify that insurance coverage that meets or exceeds industry standards for this type of work will be in force to mitigate risk during performance under the contract.

#### **8.2 TERMS AND CONDITIONS**

All payroll taxes, liability and worker's compensation are the sole responsibility of the Bidder. The Bidder understands that an employer/employee relationship does not exist under this contract.

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 bids. It is the

intention of Union County to execute a final, binding Contract with the successful Bidder which incorporates terms and conditions no less onerous than those appropriate to the engagement of a licensed contracting firm in connection with a project of this magnitude. All bids submitted in response to this request shall become the property of Union County and as such, may be subject to public review.

### **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 CERTIFICATION**

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

- This bid is signed by an authorized representative of the firm;
- It can obtain insurance certificates as required within ten (10) calendar days after notice of award;
- 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 solicitation.

### **8.5 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 bid 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
3. published statements by agencies that have been issued or published about the entity within the past five (5) years;
4. Indicate whether the Company (and/or predecessor, guarantor, or subcontractor) has declared bankruptcy within the last five (5) years;
5. 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.

### **8.6 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.

### **8.7 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.

## **8.8 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.

## **8.9 MODIFICATION OR WITHDRAWAL OF BID**

Prior to the scheduled closing time for receiving bids, any Contractor may withdraw his bid. After the scheduled closing time for receiving bids, no bid may be withdrawn for 90 days. Only written requests for the modification or correction of a previously submitted bid that are addressed in the same manner as bids and are received by the County prior to the closing time for receiving bids will be accepted. The bid will be corrected in accordance with such written requests, provided that any such written request is in a sealed envelope that is plainly marked "Modification of Bid." Oral, telephone or fax modifications or corrections will not be recognized or considered.

## **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 DISPUTES**

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

## **8.12 EQUAL EMPLOYMENT OPPORTUNITY**

All Companies 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.

## **8.13 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.

## **8.14 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.

## **8.15 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. Bidder/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.

#### **8.16 DRUG-FREE WORKPLACE**

During the performance of this project, 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.

#### **8.17 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 service such as engineering, architecture, surveying, consulting services, etc.)

\$1,000,000 Claims Made

- E. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)  
(for any agreement involving software applications)

\$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: Risk Manager  
500 N. Main Street, Suite #130

- 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.

#### **8.18 INDEMNIFICATION**

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.

## 9 APPENDIX A –PRICE FORM

### IFB 2024-060 Detention Center Cell Block Painting

**SUBMIT WITH BID**

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

**Performance and Payment Bonds are required for this bid.**

Line Item	Description	Paint Manufacture and Item Number	Quantity Area	Lump Sum Price per Area	Total (Quantity Area x Lump Sum Price per Area)
1	Painting one Cell Block Area – Walls, Doors, Metal, and other amenities		4		
2	Epoxying one Cell Block Area – Floor this includes working around and painting the tables		4		
3	Painting of the Special Holding Area- walls, doors, vents, and other amenities		1		
Total Bid (Line Item 1 + 2 + 3 = Total)					

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

\*\*\*End of Price Form\*\*\*

## 10 APPENDIX B – BID SUBMISSION FORM

### IFB 2024-060 Detention Center Cell Block Painting

**SUBMIT WITH BID**

***This Bid is submitted by:***

Company Legal Name: \_\_\_\_\_

Representative Name: \_\_\_\_\_

North Carolina General  
Contractors License Number: \_\_\_\_\_

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 Bids, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and re-bid this project. Bid is 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: \_\_\_\_\_

# 11 APPENDIX C – ADDENDUM AND ANTI-COLLUSION FORM

## IFB 2024-060 Detention Center Cell Block Painting

**SUBMIT WITH BID**

Please acknowledge receipt of all addenda by including this form with your Bid. Any questions or changes received will be posted as an addendum on [www.co.union.nc.us](http://www.co.union.nc.us) and/or <https://evp.nc.gov>. It is your responsibility to check for this information.

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

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

Company Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## 12 APPENDIX D – HUB PROVISIONS AND FORMS

### IFB 2024-060 Detention Center Cell Block Painting

**SUBMIT THE HUB FORMS THAT APPLY TO YOUR FIRM WITH THE BID**

#### MINORITY BUSINESS CONSTRUCTION CONTRACT PROVISIONS

##### APPLICATION:

The **Guidelines for Recruitment and Selection of Minority Businesses for Participation in Union County Construction Contracts** are hereby made a part of these contract documents.

##### MINORITY BUSINESS SUBCONTRACT GOALS:

The goal for participation by minority firms as subcontractors on this project has been set at 10%.

The bidder must identify on its bid the minority businesses that will be utilized on the project with corresponding total dollar value of the bid and affidavit (Affidavit A) listing good faith efforts **or** affidavit (Affidavit B) of self-performance of work, if the bidder will perform work under contract by its own workforce, as required by G.S. §143-128.2(c) and G.S. 143-128.2(f).

In addition, the lowest responsible, responsive bidder must do one of the following:

(1) Provide Affidavit C that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contact price, which is equal to or more than the applicable goal.

OR

(2) If the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, is less than the applicable goal, provide Affidavit D as well as documentation of Good Faith Efforts.

OR

(3) Provide Affidavit B, which includes sufficient information for the Owner to determine that the bidder does not customarily subcontract work on this type project.

**The above information must be provided as required. Failure to submit these documents is grounds for rejection of the bid.**

## **MINIMUM COMPLIANCE REQUIREMENTS:**

All written statements, affidavits or intentions made by the bidder shall become a part of the agreement between the Contractor and Union County for the performance of the contract.

Failure to comply with any of these statements, affidavits or intentions, or with the minority business Guidelines shall constitute a breach of the contract. A finding by Union County that any information submitted either prior to award of the contract or during the performance of the contract is inaccurate, false or incomplete, shall also constitute a breach of the contract. Any such breach may result in termination of the contract in accordance with the termination provisions contained in the contract. It shall be solely at the option of Union County whether to terminate the contract for breach.

In determining whether a contractor has made Good Faith Efforts, Union County will evaluate all efforts made by the Contractor and will determine compliance in regard to quantity, intensity, and results of these efforts. Bidders are required to earn at least 50 points from the good faith efforts listed below for their bid to be considered responsive. Failure to file a required affidavit or documentation demonstrating that the bidder made the required good faith efforts is grounds for rejection of the bid. Good Faith Efforts include:

- (1) Contacting minority businesses that reasonably could have been expected to submit a quote and that were known to the Contractor or available on State or local government maintained lists at least 10 days before the bid or proposal date and notifying them of the nature and scope of the work to be performed. Value = 10 points.
  - (2) Making the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bid or proposals are due. Value = 10 points.
  - (3) Breaking down or combining elements of work into economically feasible units to facilitate minority participation. Value = 15 points.
  - (4) Working with minority trade, community, or contractor organizations identified by the Office for Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses. Value = 10 points.
  - (5) Attending any prebid meetings scheduled by the public Owner. Value = 10 points.
  - (6) Providing assistance in getting required bonding or insurance or providing alternatives to bonding or insurance for subcontractors. Value = 20 points.
  - (7) Negotiating in good faith with interested minority businesses and not rejecting them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing. Value = 15 points.
-

- (8) Providing assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisting minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit. Value = 25 points.
- (9) Negotiating joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public building construction or repair project when possible. Value = 20 points.
- (10) Providing quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands. Value = 20 points.



Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid Attach to Bid

## Identification of HUB Certified/ Minority Business Participation

I, \_\_\_\_\_  
 \_\_\_\_\_  
 (Name of Bidder)

do hereby certify that on this project, we will use the following HUB Certified/ minority business as construction subcontractors, vendors, suppliers or providers of professional services.

Firm Name, Address and Phone #	Work Type	*Minority Category	**HUB Certified (Y/N)

\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

\*\* HUB Certification with the state HUB Office required to be counted toward state participation goals.

The total value of minority business contracting will be (\$)\_\_\_\_\_.

# State of North Carolina AFFIDAVIT A – Listing of Good Faith Efforts

County of \_\_\_\_\_

(Name of Bidder)

Affidavit of \_\_\_\_\_

I have made a good faith effort to comply under the following areas checked:

**Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.** (1 NC Administrative Code 30 I.0101)

- 1 – (10 pts)** Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 --(10 pts)** Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 – (15 pts)** Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 – (10 pts)** Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 – (10 pts)** Attended prebid meetings scheduled by the public owner.
- 6 – (20 pts)** Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 – (15 pts)** Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 – (25 pts)** Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 – (20 pts)** Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts)** Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

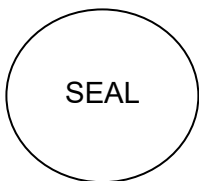
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

**State of North Carolina --AFFIDAVIT B-- Intent to Perform Contract with Own Workforce.**

County of \_\_\_\_\_

Affidavit of \_\_\_\_\_  
(Name of Bidder)

I hereby certify that it is our intent to perform 100% of the work required for the \_\_\_\_\_ contract.  
(Name of Project)

In making this certification, the Bidder states that the Bidder does not customarily subcontract elements of this type project, and normally performs and has the capability to perform and will perform all elements of the work on this project with his/her own current work forces; and

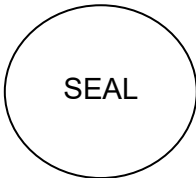
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

The undersigned hereby certifies that he or she has read this certification and is authorized to bind the Bidder to the commitments herein contained.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

# State of North Carolina - AFFIDAVIT C - Portion of the Work to be Performed by HUB Certified/Minority Businesses

County of \_\_\_\_\_

**(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)**

If the portion of the work to be executed by HUB certified/minority businesses as defined in GS143-128.2(g) and 128.4(a),(b),(e) is equal to or greater than 10% of the bidders total contract price, then the bidder must complete this affidavit.  
 This affidavit shall be provided by the apparent lowest responsible, responsive bidder within **72 hours** after notification of being low bidder.

Affidavit of \_\_\_\_\_ I do hereby certify that on the \_\_\_\_\_  
 (Name of Bidder)

\_\_\_\_\_ (Project Name)  
 Project ID# \_\_\_\_\_ Amount of Bid \$ \_\_\_\_\_

I will expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. Attach additional sheets if required

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

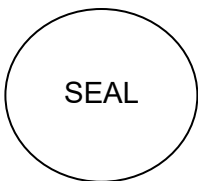
\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**\*\* HUB Certification with the state HUB Office required to be counted toward state participation goals.**

Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_



Signature: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

# State of North Carolina AFFIDAVIT D – Good Faith Efforts

County of \_\_\_\_\_

**(Note this form is to be submitted only by the apparent lowest responsible, responsive bidder.)**

If the goal of 10% participation by HUB Certified/ minority business **is not** achieved, the Bidder shall provide the following documentation to the Owner of his good faith efforts:

Affidavit of \_\_\_\_\_ I do hereby certify that on the \_\_\_\_\_  
(Name of Bidder)

Project ID# \_\_\_\_\_ (Project Name) Amount of Bid \$ \_\_\_\_\_

I will expend a minimum of \_\_\_\_\_% of the total dollar amount of the contract with HUB certified/ minority business enterprises. Minority businesses will be employed as construction subcontractors, vendors, suppliers or providers of professional services. Such work will be subcontracted to the following firms listed below. (Attach additional sheets if required)

Name and Phone Number	*Minority Category	**HUB Certified Y/N	Work Description	Dollar Value

\*Minority categories: Black, African American (**B**), Hispanic (**H**), Asian American (**A**) American Indian (**I**), Female (**F**) Socially and Economically Disadvantaged (**D**)

**\*\* HUB Certification with the state HUB Office required to be counted toward state participation goals.**

**Examples** of documentation that may be required to demonstrate the Bidder's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where bid documents can be reviewed, representative of the Prime Bidder to contact, and location, date and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the lowest responsible sub-bidder, copies of quotes received from all firms submitting quotes for that particular subcontract.
- E. Documentation of any contacts or correspondence to minority business, community, or contractor organizations in an attempt to meet the goal.
- F. Copy of pre-bid roster
- G. Letter documenting efforts to provide assistance in obtaining required bonding or insurance for minority business.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in rejection of the bid and award to the next lowest responsible and responsive bidder.

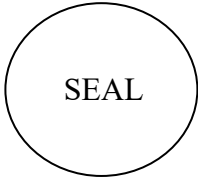
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of this commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: \_\_\_\_\_ Name of Authorized Officer: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_



State of \_\_\_\_\_, County of \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Notary Public \_\_\_\_\_

My commission expires \_\_\_\_\_

### 13 APPENDIX E – CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT FORM

I, \_\_\_\_\_ (name), an employee, agent, or representative of \_\_\_\_\_ (contractor or subcontractor), have been assigned to work on all or a portion of a construction project at the Union County Jail (the "Jail"). I understand that the Jail is a secure facility. I also understand that in the course of my work on this project I may encounter or need to use technical data, drawings, equipment, or systems of the Jail which are confidential in nature.

In order to be permitted to perform work at the Jail under the construction agreement between \_\_\_\_\_ (contractor) and Union County, I agree to keep strictly confidential all information I may see or learn about the Jail infrastructure, equipment, and technical systems, as well as any other information which the Sheriff's Office designates as confidential security information and which is not otherwise a public record pursuant to applicable law (collectively referred to as the "Confidential Information"). I will not use, publish, divulge, or otherwise reveal or allow to be revealed any such Confidential Information to any person outside of the Sheriff's Office or Union County Government, except to another person authorized to perform work on the construction project, or with the prior written consent of the Union County Sheriff's Office, or if required by applicable law. I will refrain from any action or conduct which might reasonably or foreseeably be expected to compromise the confidentiality of the Confidential Information. I will not remove any Confidential Information from the premises of the Jail without the express written permission of the Union County Sheriff or Chief Deputy Sheriff.

Notwithstanding anything in this agreement to the contrary, upon completion of the construction project to which I was assigned or my ceasing work on the project, whichever occurs first, I agree to promptly deliver to the Union County Sheriff's Office all records, notes, and other written, printed or tangible materials in my possession pertaining to the Confidential Information.

I understand that violating this agreement could cause damage to Union County and the Union County Sheriff's Office. I understand and agree that Union County, in addition to any other rights or remedies which it may have, shall be entitled to an injunction restraining me from violating or continuing any violation of this agreement or any of my statutory or common law duties.

I have signed this agreement under seal and on the date and year written below.

By: \_\_\_\_\_ (SEAL)

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESSED BY: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

## 14 APPENDIX F – VENDOR PAYMENT LETTER

IFB 2024-060 Detention Center Cell Block Painting

**Do Not Submit with Bid**

*-----For informational purposes only. -----*





Finance Department  
500 North Main Street Suite #714  
Monroe, NC 28112 T. 704-283-3813  
[www.unioncountync.gov](http://www.unioncountync.gov)

### 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](http://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 Heather Hovey at 704-283-3539, or send an email to [ap@unioncountync.gov](mailto:ap@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.

## 15 APPENDIX G – TEMPLATE CONTRACT AGREEMENT

IFB 2024-060 Detention Center Cell Block Painting

**Do Not Submit with Bid**

*-----For informational purposes only. -----*

## COUNTY OF UNION

1. AGREEMENT. This agreement ("Agreement") is entered into on \_\_\_\_\_, by and between UNION COUNTY, a political subdivision of the State of North Carolina ("Union"), and [Contractor's full legal name], ("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 [*Scope of Services or if attaching the full IFB, state the IFB # and the IFB title*], which is attached hereto and incorporated herein by reference ("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 achieve [*substantial or final (whichever is used in the solicitation/bid form)*] completion of the Work within \_\_\_\_\_ (\_\_\_\_) days from Contractor's receipt of notice to proceed from Union.

5. PAYMENT FOR WORK. Union shall pay Contractor [*state the lump sum or hourly rate or unit pricing*] for Work, as set forth in the Contractor's bid, which is attached hereto and incorporated herein by reference. 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:

- 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.

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. *[Include this section only if required by the IFB. If not required by IFB, delete this section and insert the word "RESERVED" in its place.]* PERFORMANCE AND PAYMENT BONDS. Contractor shall furnish to Union performance and payment bonds, each in an amount at least equal to the lump sum stated in Section 5 herein, as security for the faithful performance and payment of all of Contractor's obligations under this Agreement. The bonds shall remain in effect until one year after the date when final payment becomes due.

17. *[Include this section only if required by the IFB. If not required by IFB, delete this section and insert the word "RESERVED" in its place.]* LIQUIDATED DAMAGES. Contractor and Union recognize that time is of the essence and that Union will suffer financial loss if the Work is not completed within the times specified in Section 4 herein. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Union if the Work is not completed on time. Accordingly, instead of requiring any such proof, Union and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Union \_\_\_\_\_ for each day that expires after the time specified in Section 4 herein for substantial completion until the Work is substantially complete.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

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

24. 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.

25. AUTHORITY. Each signatory below warrants that it has the corporate or other organizational power and authority to execute, deliver and perform this Agreement. Each signatory further warrants that the execution, delivery and performance by it of the Agreement has been duly authorized and approved by all requisite action of the party's management and appropriate governing body.

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

UNION COUNTY

[CONTRACTOR'S FULL LEGAL NAME]

By: \_\_\_\_\_ (SEAL)  
Brian W. Matthews, County Manager

By: \_\_\_\_\_ (SEAL)

This instrument has been preaudited in the manner required by The Local Government Budget and Fiscal Control Act.

Approved as to Legal Form \_\_\_\_\_

\_\_\_\_\_  
Deputy Finance Officer

**EXHIBIT A**  
**INSURANCE REQUIREMENTS**

I. 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**

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**

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

D. **PROFESSIONAL LIABILITY**

\$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.

E. **POLLUTION LIABILITY INSURANCE**

\$1,000,000 Claims Made

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



F. NETWORK SECURITY & PRIVACY LIABILITY (CYBER)

\$1,000,000 Claims Made  
\$3,000,000 Aggregate Limit

Contractor shall provide evidence of continuation or renewal of Technology Errors & Omissions Insurance for a period of two (2) years following termination of the Agreement.

G. ABUSE AND MOLESTATION INSURANCE

\$300,000 Per Claim  
\$300,000 Aggregate Limit

II. 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 North Main Street, 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: Risk Manager  
500 North Main Street  
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.

16 EXHIBIT A – SELECTED PICTURES OF THE FACILITY



## 17 EXHIBIT B – PAINT SPECIFICATIONS

### Interior Finishes

#### Block/Masonry

**2 Coats:** B58W00610 - Macropoxy® 646 Fast Cure Epoxy Part A

**Paint color for the walls will be 7653 Silverpointe**

- Location: Cell Block Walls

*Notes: Color: SW7653 Silverpointe - Surface needs to be clean, dry, and dull (walls should be scuff sanded to ensure adhesion). Remove any loose/peeling previous coatings to ensure a sound substrate. Ensure the substrate is truly clean and is free from hand oils and other surface contaminants. Apply a test patch to ensure adhesion and compatibility with existing coating.*

**Part B - Catalyst:** B58V00600 - Macropoxy® 646 Fast Cure Epoxy Part B Hardener

- Location: Cell Block Walls

*Notes: This is the Macropoxy 646 Part B Catalyst that must be mixed with the Part A listed above. Follow data page for proper mixing instructions.*

#### Metal

**2 Coats:** B58W00610 - Macropoxy® 646 Fast Cure Epoxy Part A

**Paint color for the metal will be 7653 Silverpointe**

- Location: Cell Block Railing & Steps

*Notes: Color: SW7653 Silverpointe - Surface needs to be clean, dry, and dull. Remove any loose/peeling previous coatings to ensure a sound substrate. Ensure the substrate is truly clean and is free from hand oils and other surface contaminants. Apply a test patch to ensure adhesion and compatibility with existing coating.*

**Part B - Catalyst:** B58V00600 - Macropoxy® 646 Fast Cure Epoxy Part B Hardener

- Location: Cell Block Railing & Steps

*Notes: This is the Macropoxy 646 Part B Catalyst that must be mixed with the Part A listed above. Follow data page for proper mixing instructions.*

#### Concrete Floor

**3 Coats:** B65C00060 - ArmorSeal® Rexthane I Floor Coating Clear

- Location: Cell Block Floors

*Notes: Color = Clear. Floor needs to be prepped with a floor grinder. 100% of previous coating needs to be removed. The profile of the bare concrete needs to be equal to 120 grit sandpaper or rougher to be properly prepped for the new coating.*

### Basic Surface Preparation

Coating performance is directly affected by surface preparation. Coating integrity and service life will be reduced because of improperly prepared surfaces. As high as 80% of all coating failures can be directly attributed to inadequate surface preparation that affects coating adhesion. Proper product selection, surface preparation, and application affect coating performance. Coating integrity and service life will be reduced because of improperly prepared surfaces. Selection and implementation of proper surface preparation ensures coating adhesion to the substrate and prolongs the service life of the coating system.

The majority of paintable surfaces are concrete, ferrous metal, galvanizing, wood and aluminum. They all require protection to keep them from deteriorating in aggressive environments. Selection of the proper method for surface preparation depends on the substrate, the environment, the coating selected, and the expected service life of the coating system. Economics, surface contamination, and the effect on the substrate will also influence the selection of surface preparation methods. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system.

Verify the existence of lead based paints on the project. Buildings constructed after 1978 are less likely to contain lead based paints. If lead based paints are suspected on the project, all removal must be done in accordance with the EPA Renovation, Repair and Painting and all applicable state and local regulations. State and local regulations may be more strict than those set under the federal regulations. Verify that Owner has completed a Hazardous Material Assessment Report for the project prior to issuing of Drawings. Concluding that no lead based paints were found on project site, delete paragraph regarding lead based paints.

**WARNING!** Removal of old paint by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women.

Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority. Removal must be done in accordance



with EPA Renovation, Repair and Painting Rule and all related state and local regulations. Care should be taken to follow all state and local regulations which may be more strict than those set under the federal RRP Rule.

No exterior painting should be done immediately after a rain, during foggy weather, when rain is predicted, or when the temperature is below 50°F, unless the products to be used are designed to be used in those environments.

**Aluminum – S-W 1:** Remove all oil, grease, dirt, oxide and other foreign material by cleaning per SSPC-SP1, Solvent Cleaning.

**Block (Cinder and Concrete) – S-W 3:** Remove all loose mortar and foreign material. Surface must be free of laitance, concrete dust, dirt, form release agents, moisture curing membranes, loose cement, and hardeners. Concrete and mortar must be cured at least 28 days at 75°F. The pH of the surface should be between 6 and 9. On tilt-up and poured-in-place concrete, commercial detergents and abrasive blasting may be necessary to prepare the surface. Fill bug holes, air pockets, and other voids with a cement patching compound (per ASTM D4261).

**Brick – S-W 4:** Must be free of dirt, loose and excess mortar, and foreign material. All brick should be allowed to weather for at least one year followed by wire brushing to remove efflorescence. Treat the bare brick with one coat of Loxon Conditioner.

**Concrete and Masonry – Concrete, Poured – Exterior or Interior – S-W 5:** The preparation of new concrete surfaces is as important as the surface preparation of steel. The following precautions will help assure maximum performance of the coating system and satisfactory coating adhesion:

**1. Cure** – Concrete must be cured prior to coating. Cured is generally defined as concrete poured and aged at a material temperature of at least 75°F for at least 28 days unless specified products are designed for earlier application.

**2. Moisture** – Reference ASTM F1869-98 Moisture Test by use of Calcium Chloride or ASTM D4263 Plastic Sheet Method. Concrete must be free from moisture as much as possible (it seldom falls below 15%). Vapor pressures, temperature, humidity, differentials, and hydrostatic pressures can cause coatings to prematurely fail. The source of moisture, if present, must be located, and the cause corrected prior to coating.

**3. Temperature** – Air, surface and material temperatures must be in keeping with requirements for the selected product during and after coating application, until coating is cured.

**4. Contamination** – Remove all grease, dirt, paint, oil, laitance, efflorescence, loose mortar, and cement by the recommendations listed in the surface preparation section.

**5. Surface Condition** – Hollow areas, bug holes, voids, honeycombs, fin form marks, and all protrusions or rough edges are to be ground or stoned to provide a continuous surface of suitable texture for proper adhesion of the coating. Imperfections may require filling, as specified, with a recommended Sherwin-Williams product.

**6. Concrete Treatment** – Hardeners, sealers, form release agents, curing compounds, and other concrete treatments should be removed to ensure adequate coating adhesion and performance.

**Methods of Surface Preparation on Concrete per SSPC-SP13/NACE 6 or ICRI 03732 Surface Cleaning Methods:**

**Vacuum cleaning, air blast cleaning, and water cleaning per ASTM D4258.**

Used to remove dirt, loose material, and/or dust from concrete.

**Detergent water cleaning and steam cleaning per ASTM D4258.**

Used to remove oils and grease from concrete. Prior to abrasive cleaning, and after abrasive cleaning, surfaces should be cleaned by one of the methods described above.

**Mechanical Surface Preparation Methods:**

Dry abrasive blasting, wet abrasive blasting, vacuum assisted abrasive blasting, and centrifugal shot abrasive blasting per ASTM D4259. Used to remove contaminants, laitance, and weak concrete, to expose subsurface voids, and to produce a sound concrete surface with adequate profile and surface porosity.

**High-pressure water cleaning or water jetting per SSPC-SP12-NACE5.**

Used to remove contaminants, laitance, and weak concrete, to expose subsurface voids, and to produce a sound concrete surface with adequate profile and surface porosity.

**Impact tool methods per ASTM D4259.**

Used to remove existing coatings, laitance, and weak concrete. Methods include scarifying, planing, scabbling, and rotary peening. Impact tools may fracture concrete surfaces or cause microcracking requiring surface repair.

**Power tool methods per ASTM D4259.**

Used to remove existing coatings, laitance, weak concrete, and protrusions in concrete. Methods include circular grinding, sanding, and wire brushing. These methods may not produce the required surface profile to ensure adequate adhesion of subsequent coatings.

**Chemical Surface Preparation Methods:**

**Acid etching per ASTM D4260.** Use to remove some surface contaminants, laitance, and weak concrete, and to provide a surface profile on horizontal concrete surfaces. This method requires complete removal of all reaction products and pH testing to ensure neutralization of the acid. Not recommended for vertical surfaces. Etching with hydrochloric acid shall not be used where corrosion of metal in the concrete is likely to occur. Adequate ventilation and safety equipment required.

1. Clean surface per ASTM D4268

2. Wet surface with clean water

3. Etch with 10-15% muriatic acid solution at the rate of 1 gallon per 75 square feet

4. Scrub with stiff brush

5. Allow sufficient time for scrubbing and until bubbling stops

6. If no bubbling occurs, surface is contaminated. Refer to ASTM D4258 or ASTM D4259

7. Rinse surface two or three times. Remove acid/water each time.

8. Surface should have a texture similar to medium grit sandpaper.

9. Neutralize surface with a 3% solution of tri-sodium phosphate and flush with clean water.

10. Allow to dry and check for excess moisture.

**Cement Composition Siding/Panels – S-W 6:** Remove all surface contamination by washing with an appropriate cleaner, rinse thoroughly and allow to dry. Existing peeled or checked paint should be scraped and sanded to a sound surface. Glossy surfaces should be sanded dull. Pressure clean, if needed, with a minimum of 2100 psi pressure to remove all dirt, dust, grease, oil, loose particles, laitance, foreign material, and peeling or defective coatings. Allow the surface to dry thoroughly. If the surface is new, test it for pH, many times the pH may be 10 or higher.

**Composition Board (Hardboard) – S-W 9:** Some composition boards may exude a waxy material that must be removed with a solvent prior to coating. Whether factory primed or unprimed, exterior composition board siding (hardboard) must be cleaned thoroughly and primed with an alkyd primer.

**Copper – S-W 7:** Remove all oil, grease, dirt, oxide and other foreign material by cleaning per SSPC-SP2, Hand Tool Cleaning.

**Drywall—Interior and Exterior – S-W 8:** Must be clean and dry. All nail heads must be set and spackled. Joints must be taped and covered with a joint compound. Spackled nail heads and tape joints must be sanded smooth and all dust removed prior to painting. Exterior surfaces must be spackled with exterior grade compounds.

**Galvanized Metal – S-W 10:** Allow to weather a minimum of 6 months prior to coating. Clean per SSPC-SP1 using detergent and water or a degreasing cleaner, then prime as required. When weathering is not possible or the surface has been treated with chromates or silicates, first Solvent Clean per SSPC-SP1 and apply a test area, priming as required. Allow the coating to dry at least one week before testing. If adhesion is poor, Brush Blast per SSPC-SP16 is necessary to remove these treatments.

**Plaster – S-W 11:** Must be allowed to dry thoroughly for at least 30 days before painting. Room must be ventilated while drying; in cold, damp weather, rooms must be heated. Damaged areas must be repaired with an appropriate patching material. Bare plaster must be cured and hard. Textured, soft, porous, or powdery plaster should be treated with a solution of 1 pint household vinegar to 1 gallon of water. Repeat until the surface is hard, rinse with clear water and allow to dry.

### **Steel/Ferrous Metal Substrates**

**SSPC-SP1- Solvent Cleaning:** Solvent cleaning is a method for removing all visible oil, grease, soil, drawing and cutting compounds, and other soluble contaminants. Solvent cleaning does not remove rust or mill scale. Change rags and cleaning solution frequently so that deposits of oil and grease are not spread over additional areas in the cleaning process. Be sure to allow adequate ventilation. Follow manufacturer's safety recommendations when using solvents. For complete instructions, refer to Steel Structures Paint Council Surface Preparation Specification No.1. (Refer to each products cleaning instructions. Many acrylic coatings will state; When cleaning the surface per SSPC-SP1, use only an emulsifying industrial detergent, followed by a water rinse. **Do not use hydrocarbon solvents for cleaning.**)

**SSPC-SP2 - Hand Tool Cleaning:** Hand Tool Cleaning removes all loose mill scale, loose rust, and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Mill scale, rust, and paint are considered adherent if they cannot be removed by lifting with a dull putty knife. Before hand tool cleaning, remove visible oil, grease, soluble welding residues, and salts by the methods outlined in SSPC-SP1. For complete instructions, refer to Steel Structures Paint Council Surface Preparation Specification No.2.

**SSPC-SP3 - Power Tool Cleaning:** Power Tool Cleaning removes all loose mill scale, loose rust, and other detrimental foreign matter. It is not intended that adherent mill scale, rust, and paint be removed by this process. Mill scale, rust, and paint are considered adherent if they cannot be removed by lifting with a dull putty knife. Before power tool cleaning, remove visible oil, grease, soluble welding residues, and salts by the methods outlined in SSPC-SP1. For complete instructions, refer to Steel Structures Paint Council Surface Preparation Specification No.3.

**SSPC-SP5 / NACE 1 - White Metal Blast Cleaning:** A White Metal Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP 1 or other agreed upon methods. For complete instructions, refer to Joint Surface Preparation Standard SSPC-SP5/ NACE No.1.

**SSPC-SP6 / NACE 3 - Commercial Blast Cleaning:** A Commercial Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining. Staining shall be limited to no more than 33 percent of each square inch of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP 1 or other agreed upon methods. For complete instructions, refer to Joint Surface Preparation Standard SSPC-SP6/NACE No.3.

**SSPC-SP7 / NACE 4 - Brush-Off Blast Cleaning:** A Brush-Off Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, loose mill scale, loose rust, and loose paint. Tightly adherent mill scale, rust, and paint may remain on the surface. Mill scale, rust, and coating are considered adherent if they cannot be removed by lifting with a dull putty knife. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP 1 or other agreed upon methods. For complete instructions, refer to Joint Surface Preparation Standard SSPC-SP7/NACE No.4.

**SSPC-SP10 / NACE 2 - Near-White Blast Cleaning:** A Near White Blast Cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxides, corrosion products, and other foreign matter, except for staining. Staining shall be limited to no more than 5 percent of each square inch of surface area and may consist of light shadows, slight streaks, or minor discoloration caused by stains of rust, stains of mill scale, or stains of previously applied paint. Before blast cleaning, visible deposits of oil or grease shall be removed by any of the methods specified in SSPC-SP 1 or other agreed upon methods. For complete instructions, refer to Joint Surface Preparation Standard SSPCSP10/ NACE No.2.

**SSPC-SP11 - Power Tool Cleaning to Bare Metal:** Metallic surfaces that are prepared according to this specification, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, mill scale, rust, paint, oxide corrosion products, and other foreign matter. Slight residues of rust and paint may be left in the lower portions of pits if the original surface is pitted. Prior to power tool surface preparation, remove visible deposits of oil or grease by any of the methods specified in SSPC-SP 1, Solvent Cleaning, or other agreed upon methods. For complete instructions, refer to Steel Structures Paint Council Surface Preparation Specification No.11.

**SSPC-SP12 / NACE 5 - Surface Preparation and Cleaning of Metals by Waterjetting Prior to Recoating:** High- and Ultra-High Pressure Water Jetting for Steel and Other Hard Materials This standard provides requirements for the use of high- and ultra-high pressure water jetting to achieve various degrees of surface cleanliness. This standard is limited in scope to the use of water only, without the addition of solid particles in the stream. For complete instructions, refer to Joint Surface Preparation Standard SSPC-SP12/NACE No.5.

**SSPC-SP13 / NACE 6 or ICRI 03732 - Surface Preparation of Concrete:** This standard gives requirements for surface preparation of concrete by mechanical, chemical, or thermal methods prior to the application of bonded protective coating or lining systems. The requirements of this standard are applicable to all types of cementitious surfaces including cast-in-place concrete floors and walls, precast slabs, masonry walls and shotcrete surfaces. An acceptable prepared concrete surface should be free of contaminants, laitance, loosely adhering concrete, and dust, and should provide a dry, sound, uniform substrate suitable for the application of protective coating or lining systems. Depending upon the desired finish and system, a block filler may be required. For complete instructions, refer to Joint Surface Preparation Standard SSPC-SP13/NACE No.6 or ICRI 03732

**SSPC-SP14 / NACE 8 – Industrial Blast Cleaning:** This standard gives requirements for industrial blast cleaning of unpainted or painted steel surfaces by the use of abrasives. This joint standard allows defined quantities of mill scale and/or old coating to remain on the surface. An industrial blast cleaned surface, when viewed without magnification, shall be free of all visible oil, grease, dust, and dirt. Traces of tightly adherent mill scale, rust, and coating residue are permitted to remain on 10% of each unit area of the surface. The traces of mill scale, rust, and coating shall be considered tightly adherent if they cannot be lifted with a dull putty knife. Shadows, streaks, and discolorations caused by stains of rust, stains of mill scale, and stains of previously applied coating may be present on the remainder of the surface.

**SSPC-SP16 Brush-Off Blast Cleaning of Coated and Uncoated Galvanized Steel, Stainless Steels, and Non-Ferrous Metals:** This standard covers the requirements for brush-off blast cleaning of uncoated or coated metal surfaces other than carbon steel by the use of abrasives. These requirements include visual verification of the end condition of the surface and materials and procedures necessary to achieve and verify the end condition. A brush-off blast cleaned non-ferrous metal surface, when viewed without magnification, shall be free of all visible oil, grease, dirt, dust, metal oxides (corrosion products), and other foreign matter. Intact, tightly adherent coating is permitted to remain. A coating is considered tightly adherent if it cannot be removed by lifting with a dull putty knife.

**High- and Ultra-High Pressure Water Jetting for Steel and Other Hard Materials:**

**SSPC-SP WJ-1/NACE WJ-1:** Clean to Bare Substrate (WJ-1) is intended to be similar to the degree of surface cleanliness of SSPC-SP 5/NACE 1, except that stains are permitted to remain on the surface. This standard is used when the objective is to

remove every trace of rust and other corrosion products, coating and mill scale.

**SSPC-SP WJ-2/NACE WJ-2:** Very Thorough Cleaning (WJ-2) is intended to be similar to the degree of surface cleanliness of SSPC-SP 10/NACE 2, except that tightly adherent material, rather than only stains, is permitted to remain on the surface. This standard is used when the objective

is to remove almost all rust and other corrosion products, coating, and mill scale.

**SSPC-SP WJ-3/NACE WJ-3:** Thorough Cleaning (WJ-3) is intended to be similar to the degree of surface cleanliness of SSPC-SP 10/NACE 2, except that tightly adherent material, rather than only stains, is permitted to remain on the surface. This standard is used when the objective is to remove much of the rust and other corrosion products, coating, and mill scale, leaving tightly adherent thin films.

**SSPC-SP WJ-4/NACE WJ-4:** Light Cleaning (WJ-4) is intended to be similar to the degree of surface cleanliness of SSPCSP

10/NACE 2, except that tightly adherent material, rather than only stains, is permitted to remain on the surface. This standard is used when the objective is to allow as much of the tightly adherent rust and other corrosion products, coating, and

mill scale to remain as possible, Discoloration of the surface may be present.

**Water Blasting NACE Standard RP-01-72:** Removal of oil grease dirt, loose rust, loose mill scale, and loose paint by water at pressures of 2,000 to 2,500 psi at a flow of 4 to 14 gallons per minute.

**Stucco S-W 22:** Must be clean and free of any loose stucco. If recommended procedures for applying stucco are followed, and normal drying conditions prevail, the surface may be painted in 30 days. The pH of the surface should be between 6 and 9.

**Wood—Exterior – S-W 23:** Must be clean and dry. Prime and paint as soon as possible. Knots and pitch streaks must be scraped, sanded, and spot primed before a full priming coat is applied. Patch all nail holes and imperfections with a wood filler or putty and sand smooth. Caulk should be applied after priming.

**Wood—Interior – S-W 24:** All finishing lumber and flooring must be stored in dry, warm rooms to prevent absorption of moisture, shrinkage, and roughening of the wood. All surfaces must be sanded smooth, with the grain, never across it. Surface blemishes must be corrected and the area cleaned of dust before coating.

**Vinyl Siding, Architectural Plastics, PVC & Fiberglass: – S-W 24:** Clean the surface thoroughly by scrubbing with warm, soapy water. Rinse thoroughly, prime with appropriate white primer. Do not paint vinyl with any color darker than the original color. Do not paint vinyl with a color having a Light Reflective Value (LRV) of less than 56 unless VinylSafe® Colors are used. If VinylSafe® Colors are not used and darker colors lower than an LRV of 56 are, the vinyl may warp. Follow all painting guidelines of the vinyl manufacturer when painting. Only paint properly installed vinyl siding. Deviating from the

manufacturer's painting guidelines may cause the warranty to be voided.

**Previously Coated Surfaces – S-W 12:** Maintenance painting will frequently not permit or require complete removal of all old coatings prior to repainting. However, all surface contamination such as oil, grease, loose paint, mill scale dirt, foreign matter, rust, mold, mildew, mortar, efflorescence, and sealers must be removed to assure sound bonding to the tightly adhering old paint. Glossy surfaces of old paint films must be clean and dull before repainting. Thorough washing with an abrasive cleanser will clean and dull in one operation, or, wash thoroughly and dull by sanding. Spot prime any bare areas with an appropriate primer. Recognize that any surface preparation short of total removal of the old coating may compromise the service length of the system. Check for compatibility by applying a test patch of the recommended coating system, covering at least 2 to 3 square feet. Allow to dry one week before testing adhesion per ASTM D3359. If the coating system is incompatible, complete removal is required per ASTM D4259.

#### **Touch-Up, Maintenance and Repair**

For a protective coating system to provide maximum long-term protection, regularly scheduled maintenance is required. Maintenance includes inspection of painted areas, cleaning of surfaces to remove oils, chemicals, and other contaminants, and touch-up of areas where the coatings have been damaged. Highly corrosive areas, such as those subjected to frequent chemical spillage, corrosive fumes, and/or high abrasion or temperature areas should be inspected frequently – every six months, for example. Areas exposed to less severe conditions, such as interiors and exteriors of potable water tanks, may be inspected annually to assess the condition of the coating system.

The SSPC-VIS 2, Standard Method for Evaluating Degree of Rusting on Painted Steel Surfaces, can be used as a guide to determine appropriate touch-up and repairs maintenance schedules. Touch-up would be suggested when the surface resembles Rust Grade 5-S (Spot Rusting), 6-G (General Rusting), or 6-P (Pinpoint Rusting). Surface preparation would generally consist of SSPC-SP2, SP3, SP11, or SP12. Overcoating a well protected, but aged steel surface showing no evidence of rusting, may be achieved by Low Pressure Water Cleaning per SSPC-SP12/WJ4, and applying an appropriate coating system.

Full removal of the existing coating system by abrasive blasting would be recommended when the surface resembles Rust Grade 3-S (Spot Rusting), 4-G (General Rusting), or 4-P (Pinpoint Rusting). When the coating system has deteriorated to encompass approximately 33% of the surface area, it is always more economical to consider full removal and reapplication of the appropriate protective coating system.

**Mildew** –Prior to attempting to remove mildew, it is always recommended to test any cleaner on a small, inconspicuous area prior to use. Bleach and bleaching type cleaners may damage or discolor existing paint films. Bleach alternative cleaning solutions may be advised.

Mildew may be removed before painting by washing with a solution of 1 part liquid bleach and 3 parts water. Apply the solution and scrub the mildewed area. Allow the solution to remain on the surface for 10 minutes. Rinse thoroughly with water and allow the surface to dry before painting. Wear protective eyewear, waterproof gloves, and protective clothing. Quickly wash off any of the mixture that comes in contact with your skin. Do not add detergents or ammonia to the bleach/water solution.