
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE- ROOM 118
MAY 1, 2023
9:00 AM

INVOCATION - Commissioner Jimmy Keefe

PLEDGE OF ALLEGIANCE -

RECOGNITION

Child Advocacy Center 2023 Champion for Children Award

1. APPROVAL OF AGENDA

2. PRESENTATIONS

A. Longleaf Pine Realtors Association

3. CONSENT AGENDA

A. Approval of Community Transportation Program (CTP) Contract to Chapmans Management Company for Elderly and Disabled Transportation Assistance Program (EDTAP)Services

B. Approval for DSS Conference Center Audio Visual (AV) Project

C. Consideration of Approval of Property Tax Collection Agreements With the Town of Eastover and the Town of Godwin

D. Approval of Proclamation Designating the Week of April 30-May 6, 2023 as Hurricane Preparedness Week in Cumberland County

E. Approval of Proclamation Designating May 12-19, 2023 as "Cumberland County Law Enforcement Officers Week" and May 11, 2023 as "Peace Officers Memorial Day" in Cumberland County

F. Approval of Proposed Additions to the State's Secondary Road System

G. Approval of Proposed Additions to the State's Secondary Road System

H. Approval of Proposed Additions to the State's Secondary Road System

I. Approval of Sale of Surplus Real Property Located At 724 North Street, Fayetteville

J. Acceptance of Offer to Purchase Surplus Property Located at 2308 Slater Avenue, Fayetteville

K. Acceptance of Offer to Purchase Surplus Property Located at 1266 Coley Drive, Fayetteville

L. Approval of Budget Ordinance Amendment for the May 1, 2023 Board of

Commissioners' Agenda

4. ITEMS OF BUSINESS

- A. Consideration of Award for Cumberland County Headquarters Library Cooling Tower Replacement
- B. Consideration of Engaging Outside Counsel to Pursue Settlement Against the Manufacturers of Firefighting Foam Products and/or Other Products Containing PFAS
- C. Consideration of Request to Upgrade Natural Gas Service Line and Meter for Historic Courthouse
- D. Consideration of Bid Award for Cumberland County Agri-Expo Center HVAC Upgrades & Replacements and Associated Budget Ordinance Amendment B#230234

5. NOMINATIONS

- A. Southeastern Economic Development Commission
- B. Fayetteville-Cumberland Parks and Recreation Advisory Board (2 Vacancies)
- C. Fayetteville-Cumberland County Economic Development Corporation (1 Vacancy)

6. APPOINTMENTS

- A. Jury Commission (1 Vacancy)

7. CLOSED SESSION:

- A. Investigations Pursuant to NCGS 143-318.11(a)(7)
- B. Real Property Acquisition Pursuant to NCGS 143-318.11(a)(5)

ADJOURN

REGULAR BOARD MEETINGS:

May 15, 2023 (Monday) 6:45 PM

June 5, 2023 (Monday) 9:00 AM

June 19, 2023 (Monday) 6:45 PM

WATCH THE MEETING LIVE

THIS MEETING WILL BE STREAMED LIVE THROUGH THE COUNTY'S WEBSITE, www.cumberlandcountync.gov. LOOK FOR THE LINK AT THE TOP OF THE HOMEPAGE.

THE MEETING WILL ALSO BE BROADCAST LIVE ON CCNC-TV SPECTRUM CHANNEL 5



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 1, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 5/1/2023

**SUBJECT: CHILD ADVOCACY CENTER 2023 CHAMPION FOR CHILDREN
AWARD**

BACKGROUND

The Cumberland County Children's Services and Legal Division were the recipients of the Child Advocacy Center's 2023 Champion for Children Award that was presented at the Annual Abuse Summit on April 20, 2023.

The team is recognized as an Agency/Group who has gone above and beyond on the fight against child abuse and neglect in our community. They are honored for their dedication and effort in making the lives of children better in Cumberland County.



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 1, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 5/1/2023

SUBJECT: LONGLEAF PINE REALTORS ASSOCIATION

BACKGROUND

The Longleaf Pine Realtors Association will provide a presentation on Cumberland County real estate market.

RECOMMENDATION / PROPOSED ACTION

For Informational Purposes Only.



PLANNING AND INSPECTIONS DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 1, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: HANK GRAHAM, FAMPO EXECUTIVE DIRECTOR

DATE: 4/3/2023

**SUBJECT: APPROVAL OF COMMUNITY TRANSPORTATION PROGRAM (CTP)
CONTRACT TO CHAPMANS MANAGEMENT COMPANY FOR
ELDERLY AND DISABLED TRANSPORTATION ASSISTANCE
PROGRAM (EDTAP) SERVICES**

BACKGROUND

After review and approval of the bid awards by the Board of Commissioners at the May 16, 2022 Regular Meeting, Chapmans Management Company was approved for the following contracts: 5310, EMP, RGP, AAA Gen and AAA Medical, at the rate of \$30 per trip. Elderly and Disabled Transportation Assistance Program (EDTAP) at the rate of \$30 per trip should have been included on the original May 16, 2022 agenda, but was inadvertently not included. Staff sought approval from the Board of Commissioners of this singular bid to move forward with developing a contract for EDTAP services with Chapmans Management Company for the remainder of the FY23 fiscal year.

At the April 17, 2023 Regular Meeting of the County Board of Commissioners, the Board approved an amendment to the Community Transportation Program (CTP) bid award for transportation services. The amendment included adding Chapmans Management Company as a recipient of EDTAP grant funds to provide needed transportation services and to move forward with contract execution with the company for these services.

Attached is the contract for Chapmans Management Company for the Board's approval. The contract is for Chapmans Management Company to provide EDTAP services not to exceed \$50,000 at a rate of \$30 per trip for the remainder of the FY23 fiscal year. The contract has been reviewed and approved by Finance and Legal for sufficiency.

RECOMMENDATION / PROPOSED ACTION

Staff recommends the Board of Commissioners approve the contract to Chapmans Management Company to utilize EDTAP funding for the remainder of the FY23 fiscal year.

ATTACHMENTS:

Description	Type
Chapmans EDTAP Contract	Backup Material
April 17, 2023 BOCC Action Agenda	Backup Material
MAY 16, 2022 BOCC Action Agenda	Backup Material
CTP FY23 Contractor Bid Summary	Backup Material

THIS AGREEMENT, hereinafter known as the EDTAP AGREEMENT, made and entered into by and between the County of Cumberland (hereinafter referred to as COUNTY), and Chapmans Management Company (hereinafter referred to as VENDOR).

WITNESSETH

WHEREAS, the COUNTY has developed a plan for Coordination of Transportation for Human Services; and

WHEREAS, this agreement will provide services for the Community Transportation Program (hereinafter referred to as AGENCY).

WHEREAS, the COUNTY was awarded state funds North Carolina Department of Transportation's (NCDOT) Rural Operating Assistance Program (ROAP), effective July 1, 2022 through June 30, 2023. Terms and Conditions of ROAP are hereby incorporated by reference.

NOW THEREFORE, in consideration of the mutual benefits to be derived here from, VENDOR hereby agrees to provide service to a segment of the COUNTY'S client population through the Cumberland County Community Transportation Program under the following terms and conditions:

1. The rate shall be THIRTY DOLLARS and ZERO CENTS (\$30.00) per passenger unit of service. The rate shall not be renegotiated during the period of the contract for any reason. For the purpose of this contract a unit is defined as each and every time a passenger boards a vehicle at a location and alights at another location within Cumberland County.

2. In cases of cancellation, the Community Transportation Program requires transportation requests to be canceled at least one (1) hour prior to pickup to avoid charges for these units. Any trip attempted but on which the client does not travel is coded as a "no-show". A record of no shows and cancellations shall be kept by VENDOR and delineated on the billing as such. The COUNTY shall not reimburse VENDOR for no-shows. No-shows and cancellations shall be reported by VENDOR to the Transportation Program Coordinator daily.

3. The COUNTY will pay VENDOR after verification of invoices by the Transportation Program Coordinator. The total amount shall not exceed FIFTY THOUSAND DOLLARS AND ZERO CENTS (\$50,000.00) as approved by the Cumberland County Transportation Advisory Board. VENDOR is responsible for working with the AGENCIES to monitor the budget as trips are made. The County shall not make any payment for expenditures in excess of the contract amount (\$50,000.00).

4. VENDOR shall maintain invoices and trip logs for all work performed under this contract. VENDOR shall submit, for each AGENCY, on a monthly basis to the Transportation Program Coordinator the following information for services provided hereunder:

- a. List of clients served
- b. Dates of units served
- c. Number of no-shows / cancellations
- d. Mileage / trip run logs

5. VENDOR shall submit an invoice to the Transportation Program Coordinator by the fifth of the month following provision of service. If no discrepancies are reported, invoices shall be submitted within ten days to the Cumberland County Finance Department for payment. Checks will be issued according to the Cumberland County Finance Department check issuance schedule. Submission of invoices after the fifth of the month shall result in later payment dates.

6. In accordance with Federal Transit Administration (FTA) regulation 49 CFR Part 40 and 49 CFR Part 655, the Cumberland County Transportation Advisory Board (TAB) has adopted a drug and alcohol policy applicable to transportation service, which policy is incorporated herein by reference. VENDOR agrees to adhere to all aspects of the drug and alcohol testing program. Furthermore, VENDOR agrees to abide by any and all revisions to 49 CFR Part 40 and 49 CFR Part 655 as they are issued by FTA. Changes to 49 CFR Part 40 and 49 CFR Part 655 shall not affect the continuing validity or enforceability of this contract nor shall changes require contract modification.

7. All driver drug and alcohol testing will be completed through a testing site approved by the Transportation Program Coordinator. Concentra is the current approved site. The Transportation Program Coordinator will randomly select drivers annually to complete the DOT approved drug and alcohol testing. Testing is to be strictly applied to all safety sensitive employees of VENDOR for pre-employment, random, reasonable suspicion, post-accident, and return-to-duty testing.

8. On a quarterly basis, beginning July 1, 2022 and ending June 30, 2023, VENDOR shall submit an invoice to the Transportation Program Coordinator requesting reimbursement for the cost of its drug and alcohol testing required hereunder. Included in this request must be an original VENDOR invoice for the total cost for drug and alcohol testing during the reimbursement period and copies of all invoices received by VENDOR for drug and alcohol testing. The COUNTY will then request reimbursement for the cost of drug and alcohol testing from the North Carolina Department of Transportation Public Transportation Division. Reimbursement will be at the rate of 85% (0.85) of allowable charges. The COUNTY will issue a check to VENDOR promptly after the COUNTY receives such reimbursement.

If the grants or appropriation of funds to provide drug and alcohol testing reimbursement are lawfully reduced, terminated, or not executed, the COUNTY, at its option, may terminate Paragraph Eight of this contract and shall give VENDOR fifteen (15) days prior written notice of termination. Following the effective date of such termination, the COUNTY shall have no further obligation to make any payments. However, VENDOR must continue to follow drug testing and training procedures.

9. Services will normally be provided Monday through Friday between the hours of 8:00 am to 5:00 pm. Special concessions shall be made by VENDOR when dialysis clients are transported to dialysis treatments and will make the necessary arrangements to see that those clients arrive at their appointment on time regardless of the normal service hours. Transportation services shall not end until all client trips have been completed. Transportation will be provided on all holidays except Christmas and New Year's Day. Dialysis clients normally scheduled on Christmas and New Year's Day will require transportation on Saturday or Sunday for those two weeks.

10. VENDOR shall only undertake those trips and transport those passengers as authorized by the appropriate AGENCY and/or the Transportation Program Coordinator. AGENCIES will notify VENDOR of reservations for demand-response trips and changes to

subscription trips one business day prior by 3:00 pm. Payment for trips scheduled by individual clients shall not be covered or reimbursed under this contract.

11. The transport company will wait ten (10) minutes for the client to show. After that time, the client will be counted as a no-show. The transport company driver shall wait fifteen (15) minutes for a client to pick up a prescription after a doctor's appointment. After that time, any further wait time shall be negotiation by the client and the transport company driver.

12. The driver will assist handicapped clients if necessary. VENDOR must comply with the American with Disabilities Act as amended from time to time. VENDOR shall have sufficient vehicles to transport wheelchair clients. No totally incapacitated clients shall be served pursuant to this contract. VENDOR will not supply escorts but must allow the passenger an escort if so requested. The escort must board and exit at the same location as the eligible client. Neither the escort, nor the AGENCY, may be charged for the escort.

13. Any and all information regarding a client of the Community Transportation Program is strictly confidential. Information shall not be released to any party in any form without authorization of the individual, the AGENCY and/or the Transportation Program Coordinator.

14. All drivers must be properly licensed in the State of North Carolina, have three years driving experience and be at least 21 years of age. All drivers must have a good driving record for the preceding three years. A written driving record from the State Motor Vehicles Division must be submitted to the Transportation Program Coordinator annually for each driver. Additionally, all drivers who may operate vehicles of 15 or more passengers must possess a Commercial Driver's License with a Passenger endorsement.

15. All drivers shall, at all times while on duty in the performance of the services required herein, be neatly and cleanly dressed and maintain a courteous and cooperative attitude in their contact with the public. All drivers shall have an identification badge in plain view so that clients can easily recognize them. All drivers are required to wear ANSI Class 2 Vests at all times. Drivers will not be permitted to smoke or use smokeless tobacco inside the vehicles at any time.

16. VENDOR employees and drivers providing service to AGENCY clients shall be certified in basic Red Cross First Aid and CPR. Copies of Red Cross certification must be provided to the Transportation Program Coordinator.

17. All drivers must receive the following training through programs approved by the Community Transportation Program and provide proof of successful completion to the Transportation Program Coordinator within thirty days of completion. VENDOR will be responsible for meeting training requirements on the following subjects:

- | | |
|--------------------------------------|-------------------------------------|
| - First Aid Training and CPR | - Drug & Alcohol Training |
| - OSHA Bloodborne Pathogens Training | - ADA Equipment and Safety Training |
| - ADA Sensitivity Training | - Defensive Driving Training |

All costs associated with employee training will be the responsibility of VENDOR. VENDOR is responsible for ensuring that each driver is properly acquainted with the requirements of the program and his/her responsibilities as a driver. The Community Transportation Program requires that all training must be completed prior to any given driver begins providing service pursuant to this contract. Annual refresher training is required for all drivers.

18. VENDOR shall ensure law enforcement and other proper authorities will be contacted in cases of accident, injury or traffic violation. VENDOR must contact the Transportation Program Coordinator immediately, and the driver must be sent for drug and alcohol testing immediately. VENDOR must submit a written report to the Transportation Program Coordinator describing any such event within 48 hours of the event. Included with this report shall also be a copy of the police report if applicable. In cases of injury always dial 911 and seek medical assistance.

19. VENDOR shall ensure the safety of passengers by any and all means necessary, including but not limited to: driver training, retraining, and monitoring; use of seat belts; vehicle maintenance; maintaining order in and around vehicles; providing safety and emergency procedures; etc. All vehicles shall be equipped with fire extinguishers, web cutters, triangles, blood-borne pathogens kits, and first aid kits which shall be furnished by the VENDOR. Drivers must have the capabilities of using all safety equipment.

VENDOR shall ensure that all drivers are familiar with and follow the guidelines located in the Cumberland County System Safety Plan.

20. VENDOR shall take appropriate action to prevent or minimize inconvenience experienced by clients and to ensure their safety and comfort. In the event of a service disruption or delay that would prevent a scheduled pick-up, VENDOR is expected to respond appropriately in accordance with a contingency plan.

21. Vehicles are the responsibility of VENDOR. All aspects of maintenance, repair, fuel costs, lease or note payment, cleaning, insurance, etc. are the responsibility of VENDOR. All vehicles used by VENDOR for the purposes of supplying transportation services for this contract must be owned or leased by VENDOR. All vehicles must be clearly marked with VENDOR' name and phone number as to allow passengers to identify the vehicles.

At minimum, VENDOR is required to have six vehicles available for use of this program. At least four of those vehicles must have a wheelchair lift or be handicapped accessible. The contractor must have at their immediate disposal two backup vehicles. The COUNTY reserves the right to inspect vehicles for adequacy at announced or unannounced times.

VENDOR shall comply with all scheduled maintenance so that all vehicles used for this program are at a minimum in accordance with the manufacturer's specifications and/or in accordance with the State's vehicle maintenance standards.

22. VENDOR shall perform daily pre-trip and post-trip safety inspections on all vehicles. Vehicles failing the daily inspection will not be used in service until the reason for failure is corrected. The Community Transportation Program reserves the right to insure that vehicles are being maintained properly and are in safe operating condition. For passenger comfort, the heating and air-conditioning units of all vehicles must be kept in proper working order. VENDOR shall keep vehicles clean inside and out. All vehicle exteriors shall be washed weekly and interiors cleaned on a daily basis.

The Community Transportation Program may inspect vehicles at any reasonable time and may bar a vehicle from service until problem(s) are corrected. All service records will be kept for all vehicles for a minimum of 5 years and will be made available to the Transportation Program Coordinator on request.

23. VENDOR shall ensure all vehicles are properly registered and inspected by the state and have a current inspection sticker. VENDOR shall provide proof of current registration and inspections annually to the Transportation Program Coordinator for all vehicles.

24. VENDOR shall maintain adequate insurance (\$1.5M for vehicles with a seating capacity of 15 passengers or less or \$5M for vehicles with a seating capacity of 16 passengers or more) as required by the State of North Carolina covering comprehensive, general liability, commercial automobile, and worker's compensation insurance to protect against the perils of bodily and personal injury and property damage and such liabilities as are imposed or required to be insured against by law. VENDOR shall provide proof of current insurance annually to the Transportation Program Coordinator.

25. The Transportation Program Coordinator shall determine and document eligibility for service under the guidelines for service of its applicable funding sources. No fees shall be charged to individuals determined to be eligible unless expressly authorized in this contract.

26. No fares or donations will be collected from passengers. VENDOR and all personnel acting for it may not solicit or accept any tips or gifts of any kind. If a passenger would like to contribute to the AGENCY's program, he/she may do so by contacting the Community Transportation Program directly.

27. Any disputes relating to this agreement shall be referred to the Cumberland County Transportation Advisory Board for final resolution.

28. VENDOR will verbally inform the Transportation Program Coordinator by the end of the workday if feasible, and no later than the start of the next day, of any complaints received. VENDOR shall provide a written report, when requested, to the Transportation Program Coordinator within 24 hours, containing a brief description of the complaint, as well as a proposed plan detailing steps that can be taken to avoid the occurrence of a complaint-producing incident in the future.

29. Cumberland County, the Community Transportation Program, the NCDOT and USDOT, or their designee(s) may at any time perform audits of the financial books, records, and accounts of VENDOR. VENDOR agrees to preserve, and to cause any subcontractor to preserve and make available, for a period of five years after the completion of a contract, any and all financial, operations, administrative, and maintenance records pertaining to this contract.

If any overpayment is uncovered in such an audit, it may be charged against VENDOR future invoices. The Community Transportation Program may withhold payment for services which failed to meet service specifications or are otherwise questionable.

30. NOTICES: Any notice to be given by either party to the other under this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered by hand, with written acknowledgement of receipt, or mailed to the other party by certified mail return receipt requested the following addresses or to such other addresses as either party from time to time designates in writing to the other for the receipt of notice.

Chapmans Management Company
Barsheem Chapman

Community Transportation Program
Ifetayo Farrakhan

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

CONTRACT FOR SERVICES
FISCAL YEAR 2023

President
918 Hope Mills Road
Fayetteville, NC 28304
(910) 339-4987

Transportation Program Coordinator
130 Gillespie Street
Fayetteville, NC 28301
(910) 678-7624

31. INDEMNIFICATION: VENDOR shall indemnify and hold harmless the COUNTY from any and all liability, loss, or damage which may arise in the provision of said service due to the action or inaction of VENDOR or its agents.

32. NOTICE OF TERMINATION: This contract may be terminated by either party upon thirty (30) days prior written notice. In the event of termination prior to the normal expiration date of this Agreement, the COUNTY shall pay VENDOR the cost of transportation provided to AGENCY clients through and including midnight of the day of termination.

33. NOTICE OF MODIFICATION: This contract may be amended only in writing signed by each party.

34. NOTICE OF TERM: This contract shall be in effect from July 1, 2022 to June 30, 2023.

35. ASSIGNMENT CLAUSE: Neither of the parties may assign all or part of its rights under this Agreement, or delegate any performance hereunder or subcontract, without first obtaining the other party's written approval thereof.

36. SEVERABILITY: If any provision of this Agreement, or any portion thereof, is held unenforceable or invalid by any Court of competent jurisdiction, the validity or enforceability of the remaining provisions, or portions thereof, shall not be affected thereby and shall remain in full force and effect.

37. WAIVER CLAUSE: If either party shall waive any breach of any term, covenant, or condition of this Agreement, it shall not be deemed a waiver of any subsequent breach hereof.

38. BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of the successors, legal representatives, and assigns of the parties hereto, subject to the restrictions herein on assignment.

39. ENFORCEABILITY CLAUSE: This Agreement shall be governed by the internal laws of the State of North Carolina without regard to the conflict of laws provisions thereof. The parties agree that North Carolina courts shall have jurisdiction over any disputes arising out of this Agreement and that venue is and shall be in Cumberland County, North Carolina.

40. The CUMBERLAND COUNTY COMMUNITY TRANSPORTATION PROGRAM REQUEST FOR PROPOSAL, CHAPMANS MANAGEMENT COMPANY PROPOSAL, and the CUMBERLAND COUNTY SYSTEM SAFETY PLAN are hereby incorporated by reference, including all stated federal and state requirements and certifications.

Contract Signature Page

Chapmans Management Company

Contract #: 2023509

Amount: \$ 50,000.00

IRAN DIVESTMENT ACT CERTIFICATION. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

ATTEST

COUNTY OF CUMBERLAND

Candice White
Clerk

Dr. Toni Stewart, Board Chairman

ATTEST

CHAPMANS MANAGEMENT COMPANY

BY: _____
Witness

BY: *Barsheem Chapman*
Barsheem Chapman
President

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Approved for Legal Sufficiency
upon formal execution by all parties

BY: *Vicki Evans*
County Finance Director

BY: *Chapman* 4/24/23
County Attorney's Office

Approved by BOC
4/17/23

ACTION AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
COURTHOUSE - ROOM 118
APRIL 17, 2023
6:45 PM

INVOCATION - Commissioner Jeannette Council

PLEDGE OF ALLEGIANCE -

INTRODUCTIONS

Fayetteville-Cumberland Youth Council Members

RECOGNITIONS

Recognition of 2023 Governor's Volunteer Service Awards

Individuals receiving the 2023 Governor's Volunteer Service Award

Katherine L. Dempsey - Army Community Service

Liz Hart - Fayetteville Animal Protection Society

Robert Sparks - Jarred Bryan Sparks Foundation

Grant Bennett - The Two-Six Project

Elaine Saleeby - YMCA of the Sandhills

Hadassah Judy Toney - Combined Unified Service, Inc.

Carol Ballard - Fayetteville Urban Ministry

David Ickes - Cape Fear Community Emergency Response Team

Group receiving the 2023 Governor's Volunteer Service Award

Steve and Joy Morris - Living Water Assembly of God

Recipients of the 2023 Governor's Volunteer Service Medallion

Cheyenne and Cali Rae Campos - Giving Back Worm Hugs (Fizzy Friends Bath Bombs)

Appointment to the North Carolina Human Resources Commission

Tye Vaught, Cumberland County Chief of Staff

**MR. TYE VAUGHT, CUMBERLAND COUNTY CHIEF OF STAFF WAS
APPOINTED TO THE NOARTH CAROLINA GOVERNOR'S HUMAN RESOURCES
COMMISSION.**

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA

2. PRESENTATIONS

A. Behavioral Health Update Provided by Alliance Staff

FOR INFORMATIONAL PURPOSES

3. CONSENT AGENDA

Approved

A. Approval of Proclamation Recognizing April 2023 as Fayetteville Cumberland Reentry Council Second Chance Month

Approved

B. Approval of Proclamation Proclaiming April 2023 as Diversity Month in Cumberland County

Approved

C. Approval of Rejection of Request for Proposal (RFP #23-21-DC Detention Center Healthcare)

Approved

D. Approval of Request for Destruction of Planning and Inspections Department Paper Records

Approved

E. Approval of Budget Ordinance Amendments for the April 17, 2023 Board of Commissioners' Agenda

F. Approval of Cumberland County Board of Commissioners Agenda Session Items

Approved

1. Fiscal Year 2023 Contract for Professional Auditing Services

Approved

2. FAMPO Comprehensive Transportation Plan (CTP)

Approved

3. Request to Amend FY23 Community Transportation Program (CTP) Bid Award to Include EDTAP Services for Chapman Management Company

Approved

4. American Rescue Plan Committee Recommendations and Associated Budget Ordinance Amendment B#230046

Approved

5. Interlocal Agreement (MOU) with New Hanover for DSS Training

ACTION AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
COURTHOUSE - ROOM 118
MAY 16, 2022
6:45 PM

INVOCATION - Commissioner Jimmy Keefe

PLEDGE OF ALLEGIANCE -

Fayetteville-Cumberland Youth Council Members

Laiya Davis
Jaedyn Daniels

Recognition of 2022 Governor's Volunteer Service Awards

Individuals

Wilma Hernandez – Fayetteville Urban Ministry Adult Literacy Education Center
Duncan Harling – BSA Venturing Crew 32, AL Post 32 SAL Squadron 32
Stacey Buckner – Medallion Winner – Veterans Affairs Hospital / ServiceSource Employee
Jerel D. McGeachy, Jr. – East Freedom Council #33 Knights of Pythagoras
Casey Ferris – Hope Mills Area Chamber of Commerce
Jacqueline Crawford – Army Community Service
Patricia Ann Archie Jackson – Fayetteville-Cumberland County Senior Citizens Advisory Commission

Organizations/Groups

Duncan Harling, Jacob Dahman, Julia Dahman, Philip Ryan, Sean Ryan, Luke Frassel, Owen Walkinshaw, Patrick Cook, Liam Creasey and Logan Williamson - BSA Venturing Crew 32, AL Post 32
Bertha Council, John McCauley and Carol Ivey - U.S. Army Airborne & Special Operations Museum

PUBLIC COMMENT PERIOD

REQUEST TO REMOVE ITEM 4.E. FROM AGENDA

1. APPROVAL OF AGENDA

APPROVED WITH REMOVAL OF ITEM 4.E.

2. CONSENT AGENDA

- Approved** A. Approval of Proclamation Recognizing May 15-21, 2022 as National Public Works Week in Cumberland County
- Approved** B. Approval of Formal Bid Award for the Custom Two-Tone Paging System, DTMF and Monitoring, Contract Award, and Approval of Budget Ordinance Amendment B221150 for Emergency Services Department
- Approved** C. Approval of Budget Ordinance Amendments for the May 16, 2022 Board of Commissioners' Agenda
- Approved** D. Approval of Cumberland County Board of Commissioners Agenda Session Items
- Approved** 1. Fayetteville State University Innovation and Entrepreneurship Hub
- Approved** 2. Opioid Settlement Fund Grant Project Budget Ordinance #B220136
- Approved** 3. Set Legislative Hearing to Consider Moratorium or Ordinance Amendments
- Approved** 4. Request to Apply for the U.S. Department of Transportation Multimodal Project Discretionary Grant
- Approved** 5. FY23 Community Transportation Program Bid Tab for Proposed Services
- Approved** 6. Contract for Recycling Center Fire Protection Improvements
- Approved** 7. Resolution of Intent to Lease Real Property to Service Source Employment Services, Inc.
- Approved** 8. Amendments to the Overhills Park Water and Sewer District Rate Structure
- Approved** 9. Amendments to the NORCRESS Water and Sewer District Rate Structure
- Approved** 10. Refund of Excise Tax to the Law Offices of K. D. White

Evaluation Sheet FY22 Request for Proposals for Provision of the FY 2023 Cumberland County Community Transportation Program								
Vendor-Contractor		Proposed Rate per Trip		Terrasine Gardner			Totals	
			Response	Qual. & Exp	References	DBE Efforts		
			25 Points	25 Points	10 Points	10 Points		
1	B & W Transporting, Inc.	\$30.00	25	25	10	10	30	100
2	Famiks Transport, Inc.	\$34.00	25	25	10	10	30	100
3	Chapman Management Co.	\$30.00	25	25	10	10	30	100
4	Squared, LLC	\$58.00	25	20	10	0	15	70
Vendor-Contractor		Proposed Rate per Trip		Ashley Patterson			Totals	
			Response	Qual. & Exp	References	DBE Efforts		
			25 Points	25 Points	10 Points	10 Points		
1	B & W Transporting, Inc.	\$30.00	25	25	10	10	30	100
2	Famiks Transport, Inc.	\$34.00	25	25	10	10	27	97
3	Chapman Management Co.	\$30.00	20	20	10	10	30	90
4	Squared, LLC	\$58.00	25	20	10	0	20	75
Vendor-Contractor		Proposed Rate per Trip		Amber Gulch			Totals	
			Response	Qual. & Exp	References	DBE Efforts		
			25 Points	25 Points	10 Points	10 Points		
1	B & W Transporting, Inc.	\$30.00	25	25	10	10	30	100
2	Famiks Transport, Inc.	\$34.00	25	25	10	10	30	100
3	Chapman Management Co.	\$30.00	24	24	10	10	30	98
4	Squared, LLC	\$58.00	25	25	10	0	20	80
Vendor-Contractor		Proposed Rate per Trip		Nicole Willingham			Totals	
			Response	Qual. & Exp	References	DBE Efforts		
			25 Points	25 Points	10 Points	10 Points		
1	B & W Transporting, Inc.	\$30.00	25	25	10	10	30	100
2	Famiks Transport, Inc.	\$34.00	25	25	10	10	30	100
3	Chapman Management Co.	\$30.00	25	25	10	10	30	100
4	Squared, LLC	\$58.00	25	25	10	0	20	80
Vendor-Contractor		Proposed Rate per Trip		Nkechi Kamalu			Totals	Average Scores
			Response	Qual. & Exp	References	DBE Efforts		
			25 Points	25 Points	10 Points	10 Points		
1	B & W Transporting, Inc.	\$30.00	25	25	10	10	30	100
2	Famiks Transport, Inc.	\$34.00	25	25	10	10	30	99
3	Chapman Management Co.	\$30.00	20	20	10	10	90	96
4	Squared, LLC	\$58.00	20	20	10	0	70	75



INFORMATION SERVICES

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 1, 2023

TO: BOARD OF COUNTY COMMISSIONERS

**FROM: KEITH TODD, CHIEF INNOVATION & TECHNOLOGY SERVICES
DIRECTOR**

DATE: 4/24/2023

**SUBJECT: APPROVAL FOR DSS CONFERENCE CENTER AUDIO VISUAL (AV)
PROJECT**

BACKGROUND

Cumberland County Innovation and Technology Services has completed an extensive RFP process for acquiring a new Audio Visual system for the main DSS conference rooms. The intention of the new AV system is to streamline the main DSS conference rooms with the latest Audio Visual system thus providing seamless communication with the click of a button.

The DSS conference rooms and their attendees will seamlessly utilize the latest technology for virtual meetings, teleconferencing, PowerPoint presentations, etc. The system is designed to accommodate County meeting requirements and allows for any future enhancements which may be needed for the DSS Conference Center.

The new audio visual (AV) system will replace a very old antiquated system which is failing at an increasing occurrence and is beyond its life span. The AV equipment cannot keep up with today's technology environment and collaboration meeting requirements.

DSS budgeted \$425,000 for this project and is a part of the FY23 Capital Outlay. The Board of Commissioners previously approved to award bid number 22-29-DSS totaling \$359,997.02 to Recursav based on the best overall value standard of award. The associated contract is now ready for formal approval.

RECOMMENDATION / PROPOSED ACTION

Innovation and Technology Services recommends approval of the contract with Recursav, LLC for the

Audio Visual Project for the DSS Conference rooms.

ATTACHMENTS:

Description

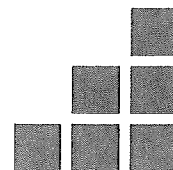
DSS Conference Center AV Project - Recursav Contract

DSS Conference Center AV Project - RFP and Bid

Type

Backup Material

Backup Material



Proposal and Agreement – RFP# 22-29 -DSS Conference Center

FOR: CUMBERLAND COUNTY

BY: RECURSAV, LLC

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1.0 - Scope of Work

The following scope is Recursav's best understanding of the requested system expectations developed from our needs analysis walkthrough with Cumberland County representatives.

DSS is a multipurpose divisible space that is used for meetings, dinners, parties, fashion shows and more. The space can be separated into up to four individual spaces that need their own independently functioning systems, or the spaces can be combined to make one large system. The focus of this proposal is to upgrade the current system to be more functional with today's standards and add in elements to simplify the use for the end users and employees.

Video System

The backbone of the video system will consist of an Extron XTP audiovisual solution and high lumen laser projectors. Each divided space will have access to an owner furnished PC that will be installed in the equipment rack, located in the storage room. The divisible space will also have access to a wall plate with HDMI/SDI connections and HDMI/VGA transmitters in the existing podiums for a BYOD (Bring Your Own Device) to be connected. Projectors will be installed in the drop ceiling. New Da-lite projection screens will be installed in each space. The following gear will be installed in each of the four divisible spaces for VTC: two (2) networked based camera, one (1) on the front wall and one (1) on the rear wall, will be routed to USB bridges that tie in the room microphone audio and the camera to share over one USB cable. One (1) USB bridge will be located in the equipment rack and connect to the owner furnished PC. The others will live in the podium where a USB connection will be brought to the podium top and be available for users that want to host a videoconference on their laptops. Each camera will also connect to the 32x32 Extron Matrix switcher. This will allow each camera to be viewed on each projection screen. Recursav will work with the Cumberland County to determine what sources need to be accessible when room is in combined mode.

Audio System

The audio system will feature sixteen (16) wireless microphones channels and twelve (12) existing wireless microphones channels that can be separated to use in divisible mode or combined mode. They will provide voice lift to assure everyone in the room can hear a speaker along with being tied into the VTC systems. Sixteen (16) wireless Handheld, sixteen (16) wireless bodypack w/ lavaliers, and sixteen (16) wireless gooseneck microphones will be provided. Sixteen (16) rechargeable batteries and two (2) rackmount charging stations will be installed. A local wall plate input for wired microphones and Line level will be accessible in each of the four divisible spaces. One (1) audio output plate will be installed for future use (i.e. Assisted Listening and/or record out) Recursav will reused the existing wired gooseneck microphone will be installed in each podium. New amplifiers will be put in place to power fifty-four (54) new speakers on six zones and a new digital signal processor will allow the systems audio to be processed and routed properly.

Control System

One (1) QSC touch panel will be located in each of the divisible spaces on the walls by the projection screens and one (1) additional touchpanel will live in the storage room and be able to operate all spaces.

General

Recursav will decommission all existing equipment and cabling that will not be reused in the new design. The existing AV equipment rack will be reused. The rack will house all the switching and routing equipment, controllers, power amps, owner furnished PC, microphone charging stations. Cumberland County will need to provide an electrician to safely disconnect the screens for decommissioning and tie in the new low voltage screen controller for the new installation.

Time Line

Due to the supply chain shortages worldwide, we estimate it will take approximately 6 months to procure the product. We estimate that once product has been received, it will take an additional 6-8 weeks to complete the project. The term of the agreement is one year from the formal execution of the agreement, unless the parties extend the term by written agreement.

2.0 – Cost of Services

MANUFACTURER	PART NUMBER	DESCRIPTION	QTY	PRICE	EXT PRICE
Divide Combine Spaces Typical (x1)					
Dalite	84402LS	Tensioned Advantage Series 16:9 65" x 116" or 133" Diagonal	4	\$3,578.42	\$14,313.68
Panasonic	PT-MZ880WU7	WUXGA 8000 4K Lmns LCD Laser Projector - White	4	\$6,818.88	\$27,275.52
Chief	RPMAUW	RPA Elite Universal Projector Mount with Keyed Locking	4	\$218.42	\$873.68
Chief	CMA440	Above Tile Suspended Ceiling Kit	4	\$111.23	\$444.92
Chief	CMS018W	18" Fixed Extension Column	4	\$35.05	\$140.20
Extron	60-1546-01	XTP II CrossPoint 3200 Frame	1	\$14,269.66	\$14,269.66
Extron	70-940-31	XTP CP 4i 4K	2	\$2,853.93	\$5,707.86
Extron	70-1171-01	XTP CP 4i 12G-SDI	3	\$1,943.82	\$5,831.46
Extron	70-1112-01	XTP II CP 4i HD 4K PLUS	1	\$2,073.03	\$2,073.03
Extron	70-1182-01	XTP II CP 4o HD AT 4K PLUS	1	\$1,421.34	\$1,421.34
Extron	70-943-21	XTP CP 4o 4K	1	\$1,685.39	\$1,685.39
Extron	60-1198-01	Three Input XTP Switcher with Integrated XTP Transmitter	4	\$1,162.92	\$4,651.68
Extron	60-1611-13	4K HDMI Transmitter - Decorator-Style Wallplate	4	\$584.26	\$2,337.04
QSC	NC-20x60	20x Optical Zoom Camera	8	\$3,375.16	\$27,001.28
QSC	I/O USB Bridge	Q-SYS PoE bridging endpoint	5	\$1,306.17	\$6,530.85
RDL	D-BNC/D	SDI Input Plate	4	\$21.83	\$87.32
QSC	CORE 510i Kit	Integrated Core with eight I/O card slots DSP	1	\$5,747.19	\$5,747.19
QSC	CIML4	Four channels of microphone / line-level analog audio input	4	\$276.91	\$1,107.64
QSC	COL4	Four channels of balanced, line-level analog output.	1	\$248.69	\$248.69
QSC	CDN64	Q-SYS Dante Bridge Card, 64x64.	1	\$1,358.42	\$1,358.42
QSC	SLDAN-64-P	Q-SYS Software-based Dante 64x64 Channel License, Perpetual	1	\$1,086.74	\$1,086.74
QSC	UND6IO	4x2 Channel Dual Gang US, Dante/AES67 Wall Plate	4	\$689.66	\$2,758.64
QSC	AD-C6T	6.5" Two-way ceiling speaker	54	\$165.10	\$8,915.40
QSC	CX-Q 4K8	8-Channel 500W/CH Q-SYS Network Amplifier	1	\$3,537.13	\$3,537.13
RDL	D-XLR2M	Dual XLR 3-pin Male Jacks on Decora® Wall Plate	4	\$24.70	\$98.80
Shure	ULXD4Q	Quad-Channel Digital Wireless Receiver	4	\$5,075.28	\$20,301.12
Shure	UA844+	Antenna Distribution System	3	\$483.14	\$1,449.42
Shure	UA221	Passive Antenna Splitter	6	\$140.44	\$842.64
Shure	UA8	½ Wave Dipole Antenna	8	\$25.84	\$206.72
Shure	UA505	Antenna Mounting Bracket Kit	8	\$32.58	\$260.64
Shure	UA834	In-Line Antenna Amplifier	8	\$140.44	\$1,123.52
Shure	UA850	Coaxial Cable	6	\$88.76	\$532.56
Shure	UA8100	Coaxial Cable	2	\$216.85	\$433.70
Shure	UA802	Coaxial Cable	6	\$14.60	\$87.60
Shure	UA806	Coaxial Cable	8	\$25.84	\$206.72
Shure	ULXD2/SM58	Digital Handheld Transmitter with SM58 Capsule	16	\$478.65	\$7,658.40
Shure	ULXD8	Wireless Gooseneck Base Transmitter	16	\$434.83	\$6,957.28
Shure	ULXD1	Digital Bodypack Transmitter	16	\$446.06	\$7,136.96
Shure	MX410	10-Inch Modular Gooseneck Microphone	16	\$268.53	\$4,296.48
Shure	WL185	Microflex® Cardioid Lavalier Microphone	16	\$101.12	\$1,617.92
Shure	SB900B	Rechargeable Lithium-Ion Battery	16	\$89.88	\$1,438.08
Shure	SBRC	Shure Battery Rack Charger	2	\$558.42	\$1,116.84
Shure	SBC-AX	Charging module	8	\$93.25	\$746.00
QSC	SLQUD-510-P	Q-SYS Core 510 UCI Deployment Software License, Perpetual.	1	\$351.10	\$351.10
QSC	SLQSE-510-P	Q-SYS Core 510 Scripting Engine Software License, Perpetual.	1	\$631.14	\$631.14
QSC	TSC-101-G3	Q-SYS 10.1" PoE Touch Screen Controller for In-Wall Mounting	5	\$1,933.14	\$9,665.70
QSC	QIO-S4	Serial Expander	1	\$261.23	\$261.23
QSC	NS26-300+	NS Series Gen 2 Network Switch	1	\$1,875.67	\$1,875.67
QSC	NS10-125+	NS Series Gen 2 Network Switch	1	\$827.59	\$827.59
Middle Atlantic	Custom	Power Supplies, Shelves, Blanks, Bars, Screws	1	\$1,685.39	\$1,685.39
Kramer	C-HM/HM-10	10' High-Speed HDMI Cable	8	\$15.22	\$121.76
Kramer	C-HM/HM-6	6' High-Speed HDMI Cable	1	\$11.07	\$11.07
Kramer	C-MGMA/MGMA-10	10' 3.5mm Stereo Audio Micro VGA Cable	4	\$30.44	\$121.76
Windy City Wire	16-02P-BLK	16 ga Speaker Wire	2000	\$0.23	\$460.00
Windy City Wire	22-02SP-BLK	22 ga Shielded Audio Wire	1000	\$0.10	\$100.00
Windy City Wire	CAT6P	CAT 6 Cable	1000	\$0.26	\$260.00

Audiovisual Solutions and Services Proposal

2023-03-23

Windy City Wire	CAT6SP-BLK	CAT 6 Shielded Cable	2000	\$0.60	\$1,200.00
Windy City Wire	RG59HDP-BLK	RG 59/U Plenum	2000	\$0.65	\$1,300.00
PROPOSAL TOTALS					
Equipment			1		\$214,788.57
Freight			1		\$5,106.02
Miscellaneous			1		\$3,829.52
Labor			1		\$73,252.91
Programming			1		\$18,000.00
Warranty			1		\$45,000.00
Subtotal			1		\$359,977.02
Tax (Estimated)			1		\$0.00
Total			1		\$359,977.02

Additional 3-Year Warranty:

- Recursav will provide business hour support, both remote and onsite.
 - o **Business** hours defined as: Monday – Friday (8am-5pm EST).
 - o **Non-Business** hours defined as: Friday (5pm) – Monday (8am) , Monday – Friday (5pm – 8am), Federal Holidays.
- Recursav will provide immediate automated response to incidents submitted to our support portal.
- Recursav will provide tier I remote assistance during business hours (8am – 5pm) within forty-eight (48) hours of incident submittal to our support portal.
- Recursav will provide ad-hoc labor rates for incidents needing immediate (emergency) attention or requiring attention during Non-Business hours.
 - o Emergency incidents are defined as following: Any incident requiring immediate attention sooner than the forty-eight (48) hour tier I remote assistance performance agreement. Business Hours 8:00 AM to 5:00 PM Monday through Friday.
 - o Labor Rates
 - Non-business hour service rate (within 48 hours): \$250.00 per hour, 4 hour minimum
 - Emergency business hour rate (response within 24 hours): \$300.00 per hour, 4 hour minimum
 - Emergency non-business hour rate (response within 24 hours): \$400.00 per hour, 4 hour minimum

3.0 - Terms and Conditions

1. Definitions

- a. **"Provider"** shall mean Recursav, LLC and its officers, directors, principals, members, managers, employees, subcontractors, agents, representatives, successors and assigns.
- b. **"Client"** shall mean the entity identified as the "Client" in the signature line of this Agreement and its officers, directors, principals, members, managers, employees, subcontractors, agents, representatives, successors and assigns.
- c. The **"Proposal"** shall mean the proposal given to Client by Provider to which this is attached that exclusively includes the following sections and no other sections: "Scope of Work," "Cost of Services," "Terms and Conditions," and "Attachments." Nothing provided to Client that is not explicitly included in any of these sections shall be considered part of the "Proposal" as defined herein.
- d. The **"Scope of Work"** shall mean Section 1.0 of the Proposal to which this is attached and more further described in these Terms and Conditions.
- e. The **"Cost of Services"** shall mean Section 2.0 of the Proposal to which this is attached and more further described in these Terms and Conditions

- 2. **Acceptance of Proposal.** By signing below, Client hereby accepts the Proposal, including the Scope of Work and Cost of Services contained therein and these Terms and Conditions, and hereby agrees and allows Provider to complete the Scope of Work for Client in exchange for the payment to Provider as described in the Cost of Services and as described in these Terms and Conditions. The "Proposal," once agreed upon by Client, shall, together with these "Terms and Conditions" become and be referred to herein as the "Agreement."
- 3. **Provider Services.** Provider shall perform the services described in the Scope of Work and shall do so within a reasonable time based on the size, conditions, and any unforeseen circumstances. Provider may substitute materials of equal or greater quality than specified at its own discretion and consistent with the Scope of Work. Client will need to approve material substitution changes. Client may seek changes to the Scope of Work. To the extent practicable, any changes to the Scope of Work should be agreed upon by the Provider and Client in writing. The failure to reduce a change to the Scope of Work to writing, however, shall not relieve Client of the responsibility to pay Provider any additional amounts owed to the Provider as a result of the change to the Scope of Work. Client shall pay the amount invoiced as provided for herein.

Unless otherwise agreed upon in writing, Provider shall not perform the following services: Conduit; Electrical (Circuits, Receptacles, Breakers, Relays, Shunts, etc.); Raceways, Core Drills, Concrete Trenching; Wall, Floor or Ceiling Penetrations; FireStop, Caulking, Sleeves; Drywall Modification or Repair, Painting, Patching or Wall Finishes; Millwork Modification or Repair; Finished Ceiling Modification or Repair; Mechanical, Plumbing or Fire Suppression System Relocation.

- 4. **Prices and Payments.** Client agrees to pay for the total price for the services and equipment that are contained in the Cost of Services and any additional amounts hereinafter agreed upon by Provider and Client. Client shall pay to Provider fifty percent (50%) of the total price contained in the Cost of Services within thirty days of execution of this Agreement. Provider shall not commence the Scope of Work until this payment has been

received. Provider shall invoice to Client for any and all other amounts owed to Provider under this Agreement and the amount invoiced shall be paid within thirty (30) days of acceptance date pursuant to the terms and conditions contained in the invoice. If Client fails to make full payment within thirty (30) days of the acceptance date, then Client agrees to pay additional interest calculated at a compound rate of 1.5% per month for every month that a balance is outstanding.

5. **Access and Support of Client.** Client shall provide uninterrupted access to its property and facilities to Provider to enable Provider to perform under this Agreement and shall do so at least between the hours of 8:00 am and 5:00 pm. Client shall cooperate with Provider in Provider's performance of its obligations outlined herein and provide whatever support and assistance is needed for Provider to perform under this Agreement. Client shall furnish prior to any installation commencement all electrical requirements, millwork requirements, and Client provided equipment. Client shall ensure electrical circuits for all audiovisual equipment are on the same phase and not shared with any other building electrical system. Client shall provide a secure, clean, well ventilated, and conditioned room for the storage of audiovisual equipment racks.
6. **Termination.** This Agreement shall continue until terminated by either party with thirty days written notice. Upon termination by either party, Client shall pay any and all amounts due and owed to Provider under this Agreement.

7. Warranty

Client acknowledges that no audiovisual system, software or hardware can be made completely stable or secure, and Provider cannot guarantee the stability, safety or security of Client's network or data. Provider warrants that the Scope of Work will be provided in a workmanlike manner, and in conformity with generally prevailing industry standards. All integrations performed by Provider will be warrantied for twelve (12) months from the date of first system use by Client. This warranty covers hardware, software, firmware and installation performed by Provider with regard to the Scope of Work. Client is solely responsible for implementing and monitoring appropriate operational and security procedures and training staff for appropriate use of the audiovisual systems. THIS WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY ORAL OR WRITTEN REPRESENTATIONS, PROPOSALS OR STATEMENTS MADE ON OR PRIOR TO THE EFFECTIVE DATE OF THIS AGREEMENT. This warranty does not cover damages to or failure of the equipment resulting from causes other than normal wear and tear including, but not limited to, misuse or negligent operation of the equipment, accident, theft, unexplained loss, lightning, electrical power surge, fire, flood, wind, acts of God, failure of Client to maintain a proper operating environment, relocation, damage or alteration of the equipment by anyone other than Provider.

8. Dispute Resolution

The Parties agree that they shall in good faith attempt to resolve any and all disputes, claims, or controversies prior to taking any legal action. These good faith attempts at resolution shall at least include the Parties attending a mediation controlled by the North Carolina Rules for Mediated Settlement Conferences and Other Settlement Procedures in Superior Court Civil Actions. Only after the Parties have attempted to informally attempt to resolve any and all disputes, claims, or controversies and participated in good faith in a mediation shall a party exercise its legal remedies provided for herein. ~~Should the Parties not settle their dispute at mediation, the Parties agree to submit any and all disputes, claims, or controversies arising out of or relating to~~

~~this Agreement shall be determined by confidential, final, and binding arbitration to be held in Cumberland County, North Carolina, in accordance with the then-existing rules for commercial arbitration of the American Arbitration Association. Disputes, claims, and controversies subject to final and binding arbitration under this Agreement include, without limitation, all those that otherwise could be tried in a court to a judge or jury in the absence of this Agreement. By agreeing to submit all disputes, claims, and controversies to binding arbitration, both Client and Provider expressly waive their rights to have such matters heard or tried in a court before a judge or jury or in any other tribunal. The scope of any arbitral award shall be expressly limited by the terms of this Agreement. Any award shall be final, binding and conclusive upon the parties, and a judgment rendered on the arbitration award may be entered in any state or federal court having jurisdiction thereof. Either party may seek recourse in a Court of competent jurisdiction after good faith mediation efforts have not been successful.~~

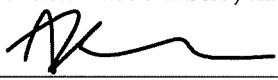
9. Miscellaneous.

- a. The performance by Provider of its duties and obligations under this Agreement will be that of an independent contractor, and nothing herein will create or imply an agency relationship between Provider and Client, nor will this Agreement be deemed to constitute a joint venture or partnership between the parties
- b. Neither party will assign this Agreement, in whole or in part, without the prior written consent of the other party.
- c. The Parties agree that any dispute arising out of this Agreement shall be governed by and construed under and in accordance with the law of the State of North Carolina without regard to the conflict of law provisions therein. The venue for any dispute arising out of this Agreement shall be Cumberland County, North Carolina.
- d. The Parties executing this Agreement represent and warrant that he or she is duly authorized to execute this Agreement, has all requisite power, authority, and approval required to enter into, execute, and deliver this Agreement, including the releases given in this Agreement. The Parties further represent and warrant that they have read this Agreement, fully know and understand its contents, voluntarily execute this Agreement, and have had the opportunity to consult with counsel before executing this Agreement.
- e. None of the Parties hereto shall be considered to be the drafter of this Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.
- f. The Parties acknowledge and agree that this Agreement constitutes the entire agreement between the parties as it relates to the issues agreed to in this Agreement, and supersedes all negotiations, preliminary agreements and all prior and contemporaneous discussions and understandings of the Parties in connection with the subject matters hereof. Except as otherwise provided herein, no covenant, representation or condition not expressed in this Agreement, or in an amendment hereto, shall be binding upon the Parties hereto or shall affect or be effective to interpret, change or restrict the provisions of this Agreement.
- g. The provisions of this Agreement shall be binding upon and inure to the benefit of each of the Parties and their respective successors, assigns, heirs, devisees, executors, administrators, affiliates, agents, representatives, officers and employees.

- h. Each Party represents that they will cooperate with each other to fulfill the terms and conditions of this Agreement. The Parties agree to take such additional action, including the execution and delivery of any additional documents, necessary or desirable in the reasonable opinion of any other party to effectuate the provisions and spirit of this Agreement.
- i. No amendment, change, or modification of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by all the Parties to this Agreement. Waiver of any provision of this Agreement shall not be deemed a waiver of future compliance therewith and such provisions shall remain in full force and effect.
- j. The division of this Agreement into sections and subsections, the use of captions and headings in connection therewith are solely for convenience and informational purposes and shall have no legal effect in construing the provisions of this Agreement.
- k. If any provision of this Agreement is held to be invalid, void or unenforceable, the balance of its provisions will, nevertheless, remain in full force and effect and will in no way be affected, impaired, or invalidated.
- l. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and enforceable against any party who signed it, but all of which together shall constitute one and the same instrument.

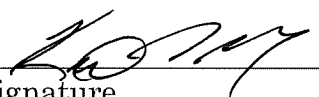
IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year indicated below.

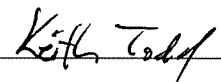
Provider - Recursav, LLC

 (SEAL) Date: _____
Signature

By: Nathan Rhoades, Member Manager

Client - _____

 (SEAL) Date: 3/23/23
Signature

By:  _____

Contract Signature Page

Recursav, LLC

Contract #: 2023466

Amount: \$359,977.02

IRAN DIVESTMENT ACT CERTIFICATION. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

NON-APPROPRIATION CLAUSE: This Agreement shall be subject to the annual appropriation of funds by the Cumberland County Board of Commissioners. Notwithstanding any provision herein to the contrary, in the event funds are not appropriated for this Agreement, County shall be entitled to immediately terminate this Agreement, without penalty or liability, except the payment of all contract fees due under this Agreement through and including the last day of service.

CUMBERLAND COUNTY

BY: 
Chief ITS Director, Keith Todd

BY: _____
Board of Commissioners
TONI STEWART, CHAIRWOMAN

Recursav, LLC

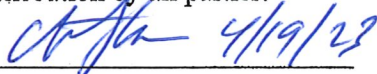
BY: 
Director of IS, Ed Sharer

BY: _____
ANDREA TEBBE, CLERK TO THE BOARD

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

BY: 
County Finance Director

Approved for Legal Sufficiency upon formal execution by all parties.

BY:  4/19/23
County Attorney's Office



Innovation and Technology Services

RFP 22-29-DSS

Conference Center AV DSS Project

Date of Issue: May 16, 2022

Site Visit: May 25, 2022 (Wednesday) at 1:00-3:00 PM (EST)

Questions Due Date: May 27, 2022 (Friday) at 12:00 PM (EST)

Proposal Due Date: June 2, 2022 (Thursday) at 12:00 PM (EST)

Direct all inquiries concerning this RFP to:

Lorena Santos

Purchasing Manager

Email: CumberlandPurchasing@co.cumberland.nc.us

Phone: 910-678-7743

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

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1.0 PURPOSE AND BACKGROUND

The purpose of this RFP is to obtain proposals and bids from qualified vendors as to the costs, qualifications and abilities to design and install a turnkey 4-meeting room audio visual system(s) at the Department of Social Services Conference Facility (DSSCF). This system must be able to support live multi-room meetings, virtual meetings and provide live stream capabilities.

The vendors ability to provide a clear project path and approach based on the projects scope of work and technical requirements and the successful implementation of this path as well as ongoing product support are critical aspects. This request for proposals includes the removal of current equipment, purchase of new equipment, installation, programming, integration, debugging, training, implementation and project management.

2.0 PROPOSAL INSTRUCTIONS & REQUIREMENTS

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference. By submitting a proposal, the vendor agrees to meet all stated requirements in this section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the County to receive a better proposal, the vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.3.

Vendors shall populate all attachments of this RFP that require the vendor to provide information and include an authorized signature where requested. Failure to include required documents and/or signatures, where requested, will result in rejection of submitted proposals.

2.2 PROPOSAL SUBMITTAL

Proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below.

Mailing address for delivery of proposal via US Postal Service	Office Address of delivery by any other method (special delivery, overnight, or any other carrier)
<p><i>PROPOSAL TITLE:</i> <i>22-29-DSS Conference Center AV DSS Project</i></p> <p><i>Cumberland County Purchasing Office</i> <i>ATTN: Lorena Santos</i> <i>PO Box 1829</i> <i>Fayetteville, NC 28302-1829</i></p>	<p><i>PROPOSAL TITLE:</i> <i>22-29-DSS Conference Center AV DSS Project</i></p> <p><i>Cumberland County Purchasing Office</i> <i>ATTN: Lorena Santos</i> <i>117 Dick Street</i> <i>4th Floor, Room 451</i> <i>Fayetteville, NC 28301</i></p>

IMPORTANT NOTE: All proposals shall be physically delivered to the office address listed above or **before 12:00 PM, as per the clock in the Purchasing Office of the Finance Department on Thursday, June 2, 2022**, regardless of the method of delivery. All risk of late arrival due to unanticipated delay—whether delivered by email, hand, U.S. Postal Service, courier or other delivery service is entirely on the vendor. It is the sole responsibility of the vendor to have the proposal to the County department specified by the specified time and date of opening. Any proposal received after the proposal submission deadline will be rejected.

Proposal Number: #22-29-DSS CONFERENCE CENTER AV DSS PROJECT

- a) Submit **one (1) signed, original executed** proposal responses, [9] of photocopies, [1] electronic copy on a flash drive.
- b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. Proposals will be subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.
- c) The electronic copies of your proposal must be provided on separate read-only flash drives. The files **shall NOT** be password protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.

All proposal addendums and/or corrections will be posted on the Cumberland County Vendor Self Service site <https://ccmunis.co.cumberland.nc.us/MSS/Vendors/VProposals/SearchResults.aspx>. Vendors who submit a notice of intent to bid to email **CumberlandPurchasing@co.cumberland.nc.us** will receive addendums by email.

2.3 PROPOSAL QUESTIONS

Written questions shall be emailed to **CumberlandPurchasing@co.cumberland.nc.us** by **12:00 p.m. (EST) on Friday, May 27, 2022**. Vendors should enter **“RFP Title 22-29-DSS Conference Center AV DSS Project: Questions”** as the subject for the email. Questions will not be answered by phone. Questions submittals should include a reference to the applicable RFP section.

Questions received prior to the submission deadline date, the County’s response, and any additional terms deemed necessary by the County will be posted in the form of an addendum to the Cumberland County Vendor Self Service Site, <https://ccmunis.co.cumberland.nc.us/MSS/Vendors/default.aspx> and shall become an Addendum to this RFP. **Vendors who submit an intent to bid will receive addendums by email.** Vendors shall rely *only* on written material contained in an Addendum to this RFP. **Vendors should not contact any other County employees, besides those listed above, during the bid process. Vendors who contact any other County employees may be disqualified.**

Any questions considered minute in nature or that point to an error in the RFP or that the County determines will produce information required in order for all vendors to submit a responsible proposal, may be answered at the County’s discretion after the specified date and time. Such questions that are received after the deadline are not guaranteed to be answered and if the questions qualify as “minute in nature” shall be determined at the sole discretion of the County.

2.4

SITE VISIT SCHEDULE:

Date: May 25, 2022 (Wednesday)

Time: 1:00 pm to 3:00 pm Eastern Time

POC: Lorena Santos

Contact #: 910-678-7743

Location: Cumberland County Department of Social Services

1224 Ramsey St. Fayetteville, NC 28301

Instructions: It shall be **MANDATORY** that each vendor representative be present for a pre-proposal **site visit on Wednesday, May 25, 2022, at 1:00 pm EST**. Attendees must meet promptly at 10:00 AM Eastern Time at *Department of Social Services – 1225 Ramsey St., Fayetteville N.C.28301, 910-528-2214, North Entrance, Security & Information Kiosk*. All attendees must sign in upon arrival. **VENDORS WHO ARRIVE LATER THAN 15 MINUTES AFTER THE SPECIFIED TIME WILL NOT BE ALLOWED TO SIGN IN, PARTICIPATE IN THE SITE VISIT, NOR SHALL**

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THEIR PROPOSAL BE CONSIDERED. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.

The purpose of this visit is for all prospective vendors to apprise themselves with the conditions and requirements which will affect the performance of the work called for by this Request for Proposals. Vendors must stay for the duration of the site visit.

Vendors are cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this Request for Proposal, must be confirmed by written addendum before it can be considered to be a part of this proposal.

2.5 ALTERNATE PROPOSALS

Vendor may submit alternate proposals for various methods or levels of service(s) or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal Title___ [for 'name of Vendor']". Each proposal must be for a specific set of services and must include specific pricing. If a vendor chooses to respond with various service offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered. Acceptance of alternate proposals is at the County's sole discretion.

2.6 RFP TERMS & CONDITIONS

It shall be the vendor's responsibility to read the instructions, the County's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

Questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.3 PROPOSAL QUESTIONS. Vendor's proposal shall constitute a firm offer.

If a vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this RFP, about whether specific language proposed as a modification is acceptable to or will be considered by the County. It is the County's sole discretion to accept or reject requested modifications and/or exceptions.

3.0 NOTICES TO VENDOR

3.1 PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY

PROHIBITED COMMUNICATION: Each vendor submitting a proposal, including its representatives, subcontractors, and suppliers, is prohibited from having any communication with any employees or members of the board of commissioners of the County except those employees of the County's Finance Department as designated in this RFP. A vendor who does not comply with this provision may be disqualified from award of a contract.

!IMPORTANT INFORMATION! CONFIDENTIAL INFORMATION: The proposal must not contain any information marked as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Trade Secrets Protection Act (the "Act") as set out in Article 24 of Chapter 66 of the North Carolina General Statutes, unless the vendor has noticed the County Finance Department of its intent to designate any information in the proposal as such and received permission from the County Finance Department to do so in writing. Vendor's notice to the County Finance Department must be in writing and must describe the information for which confidentiality is requested and explain how the information is a "trade secret" as defined in G.S. § 66-152(3). If the County Finance

Department determines the information for which confidentiality is requested is a “trade secret” covered by the Act, it will notify the vendor how to mark the information in the proposal and will identify the measures that County will take to protect the confidentiality of the information. Vendor’s submission of a proposal after receipt of this notice from the County Finance Departments shall be deemed to be acceptance of the County Finance Department’s statement of how it will maintain confidentiality. If the County Finance Department determines the information for which confidentiality is requested is not a “trade secret” covered by the Act, it will notify vendor of that determination. Any proposal marked with any information as “confidential” or as a “trade secret” or in any other manner as to indicate that it is information protected by the Act in violation of this section shall be regarded as not responsive to the request for proposals and shall not be considered.

3.2 PROPOSAL COMPLIANCE

It is in the best interest of vendors to submit proposals that are clear, concise, and easily understood. Proposals should provide information essential for a straightforward and concise description of vendor capabilities to satisfy the requirements of the RFP specifications.

Vendor may include any optional data not provided for elsewhere and considered to be pertinent to this bid as an addendum.

Vendors are urged and cautioned to read the RFP completely through as noncompliance with requirements may result in bid rejection. Section 4.0 requirements and request for information must be in the same order with the same titles as listed in Section 4.0. Vendor proposals should be easy to follow and all sections should be easily identified.

The specifications included in this package describe the services that the County feels are necessary to meet the performance requirements of this RFP and shall be considered the minimum standards expected of the Proposer. However, the specifications are not intended to exclude potential bidders.

If the vendor is unable to meet any of the specifications as outlined therein, vendors are advised to submit questions and concerns regarding the specifications during the question and answer period described in Section 2.3.

If the vendor does not indicate submit questions or concerns regarding the specifications, the County shall assume it is able to fully comply with these specifications. The County shall be the sole and final judge of compliance with all specifications.

The County further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations.

3.3 PROPOSAL EVALUATION PROCESS

The County shall review all responses to this RFP to confirm that they meet the specifications and requirements of the RFP. The County shall not be required to hold interviews; however, depending on the number of responses and the information contained in the responses, the County may decide to conduct interviews with firms of its choice. The County reserves the right to request clarification of information submitted.

The County reserves the right to reject all offers.

3.4 EVALUATION CRITERIA

All qualified proposals will be evaluated, and award made based on considering the following criteria to result in an award most advantageous to the County.

1. Qualifications and Relative Experience of Firm	25 points
2. Qualifications and Experience of Staff	25 points
3. Respondents Technical Approach	15 points
4. Respondents Internal Training	10 points
5. Cost Proposal	<u>25 points</u>
	100 points

3.5 METHOD OF AWARD

The County reserves the right to make separate awards to different vendors for one or more-line items, to not award one or more-line items or to cancel this RFP in its entirety without awarding a contract, if it is considered to be most advantageous to the County to do so.

The County reserves the right to reject all original offers and request one or more of the vendors submitting bids within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the County, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

4.0 SCOPE OF WORK & VENDOR'S PROPOSAL CONTENT REQUIREMENTS

4.1 SCOPE OF WORK

The equipment must be a turn-key hardware and software solution based on Dante AV over IP. All components, equipment, installation, integration, cabling, rewiring, software, hardware, training warranties and maintenance support plans, travel, per diems, lodging or other expenses must be provided and described in the proposal. All equipment must be from AV industry recognized manufacturers with a history of proven life cycle performance and integrity. Proposal should include any licenses; warranties and a 3-year minimum equipment support contract of 48-hour technical solution response from time of trouble report.

A. EQUIPMENT SPECIFICATIONS and MINIMUM REQUIREMENTS

The county requires that vendors meet the following minimum qualifications. Failure to meet these qualifications may result in the vendor's disqualification.

- The ability to meet the functional and technical requirements/approach described in this RFP as evidenced by the RFP response.
- Current and valid North Carolina General Contractors License.
- Current and valid North Carolina Low Voltage License.
- Contractor/Vendor must be trained and familiar on equipment selected to install.
- Detailed explanation of on-site equipment support process for the equipment installed. Telephone and email support call center must be in the United States.
- System must have a minimum of 64 audio inputs and 32 video inputs.

- Audio input channels must have gain control, 48V phantom power, low and high pass filters, 3 bands of semi parametric equalization or equivalent EQ., and compression.
- Audio system outputs must be capable of limiting and equalization. System must be on Dante AV over IP Emergency annunciations override for egress must be installed into the audio chain.
- Core matrix must be able to configure all inputs to output devices. Multi room combing and separation.
- Room control must be on wall touch panel in each meeting room usable by non-technical individuals. 4 locations total.
- Master control touch pad for technical staff use located with AV rack.
- Sound system must cover entire room(s) at 9db on isobar edge and be able to provide frequency response from 65-20KHZ at -3db with a minimum input sensitivity of 88db @1watt@1 meter. Speakers must be able to have individual conical coverage of 125-135 degrees.
- Speaker system must provide coverage for both Pre-conference A and B.
- Audio amplifiers must adhere to a 2:1 minimum headroom of available power to speaker requirements.
- Wall plates in each room (4 total) by projection screens with HDMI, SDI, VGA, 1/8" 2 channel audio, XLR line input and XLR mic inputs. All inputs must be terminated to core control matrix.
- 16-Wireless microphone systems on Dante protocol with conference microphone transmitters, lavalier transmitters and microphone and handheld microphone like a Shure SM-58. Prefer to operate on G50 band. These systems may have Dante as part of the units or Dante convertors may be used for signal transmission. 16-rechargeable batteries with rack mount recharging stations.
- Antenna coverage for all systems in all 4 meeting rooms.
- Existing Shure wireless SLX Systems will be re-used in the new system and converted for Dante signal transport. Additional antenna coverage will be required.
- Wireless systems must be routed for virtual collaboration as well as room audio reinforcement.
- Integration of existing podium audio and video signals/wiring must be integrated into the new system.
- 1- 133–135-inch diagonal ceiling mount, electric, tensioned screen per room in 16:9 format with a minimum gain of 1.0. and viewable from minimum of 120 degrees. Top black border must be 4 inches or less. 4 screens total
- 1- 7500 minimum lumen 4K laser projector per room with minimum 20,000-hour lamp life. 16:9 format. 4 projectors total
- Use of current hanging mount is acceptable or re-positioning of mount for lens throw is acceptable.
- HDBaseT signal transfer for video signal to projectors preferred.
- Video signal inputs must be selectable into any combination of projectors for all 4 rooms.
- 2-selectable PTZ cameras per room for presenter and room view for virtual collaboration. Cameras must be selectable for room combining. 8 cameras total.
- System must integrate with WebEx, GTM, and Zoom.
- Installation and cable runs must be included.
- Install camera and audio source selectable HDMI output for Broadcast purposes in AV rack.
- Use of existing cable runs are acceptable with vendors approval and acceptance into the new system.
- Vendor to describe warranty on all components.

- Vendor to fully describe maintenance/support plans offered, their costs and location of service depot/technicians.
- Vendor to provide training for 3-4 people prior to handoff.
- Existing equipment needs to be removed from AV racks and set aside for potential re-use.
- All removed equipment, including unusable equipment and trash to be discarded must be managed and removed by vendor.
- Current Middle Atlantic AV Racks may be re-purposed.

4.2 VENDOR'S PROPOSAL REQUIREMENTS

The vendor's proposal must include the required information below. Proposals shall be tabbed, using the titles identified in this section, to identify the required information. Tabs must be in the same order as listed below. Failure to submit this information may render its proposal non-responsive. **Vendors are urged and cautioned to read the notices in Section 3.1. Noncompliance with the confidentiality requirements will result in a proposal being considered nonresponsive.**

The county desires all proposals to be identical in format to facilitate comparison. While the county's format may be different from the vendor's preference, the county requires strict adherence to the format. The proposals shall be in the format described below.

A: Cover Letter

B: Vendor's technical approach with installation timetable and project completion estimated timeframe.

C: Cost (Attachment C)

D: Vendor Experience

E: Vendor References

F: Other Required Forms: (Attachments B & D)

A. COVER LETTER

The proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents. The cover letter shall provide the name, address, email address, telephone and facsimile numbers of the executive that has the authority to contract with the County of Cumberland. The cover letter shall present the Company's understanding and ability to perform

B. TECHNICAL APPROACH

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

C. COST

Cost must be submitted using *Attachment [C]: Proposal Cost*. Cost shall be all inclusive. **Exclude all sales tax from your proposal.** If discount is available for prompt payment, identify terms so it may be considered in analyzing proposal.

D. VENDOR EXPERIENCE

In its Proposal, vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the County of Cumberland. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

E. REFERENCES

Vendors shall provide at least three (3) references for which your company has provided services of similar size and scope to that proposed herein.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL ADDRESS

5.0 CONTRACT TERMS AND CONDITIONS

5.1 IRAN DIVESTMENT ACT

As provided in N.C.G.S. 147-86.55-69, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the County Treasurer pursuant to G.S. 147-86.57(6) c, is ineligible to contract with the County of North Carolina or any political subdivision of the COUNTY.

5.2 E-VERIFY

CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.”

5.3 DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

The CONTRACTOR certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each CONTRACTOR to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

5.4 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the COUNTY and CONTRACTOR.

5.5 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of contract award (the “Effective Date”). The CONTRACTOR shall begin work under the Contract within (60) business days of the Effective Date.

At the end of the Contract’s current term, the COUNTY shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two additional one-year terms.

5.6 PRICING

Proposal price shall constitute the total cost for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. CONTRACTOR shall not invoice for any amounts not specifically allowed for in this RFP.

5.7 INVOICES

a) Invoices must be submitted to the following address:

County of Cumberland ITS Department

c/o Lissa Jones

117 Dick ST

STE 519

Fayetteville, NC 28301-9604

b) Any applicable taxes shall be invoiced as a separate item.

5.8 PAYMENT TERMS

The CONTRACTOR will be paid net thirty (30) calendar days after the CONTRACTOR'S invoice is approved by the COUNTY.

5.9 APPROPRIATION OF FUNDS

The parties intend that contractual performances by either party beyond the first fiscal year after the execution of this agreement be contingent upon the continued funding and appropriation by the County Board of Commissioners. Therefore, the parties agree that services provided and payment due under this agreement will be provided upon a year-to-year basis contingent upon continued funding and appropriation. The fiscal year for Cumberland County begins on July 1 and ends June 30th.

5.10 FINANCIAL STABILITY

CONTRACTOR warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that CONTRACTOR has no constructive or actual knowledge of an actual or potential legal proceeding being brought against CONTRACTOR that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.11 INSURANCE:

Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR and is of the essence of this Contract. All such insurance shall meet all laws of the County of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR'S liability and obligations under the Contract. During the term of the Contract, the CONTRACTOR at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract.

5.12 GENERAL INDEMNITY

The CONTRACTOR shall hold and save the COUNTY, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the CONTRACTOR in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the CONTRACTOR provided that the CONTRACTOR is notified in writing within 30 days that the COUNTY has knowledge of such claims. The CONTRACTOR represents and warrants that it shall make no claim of any kind or nature against the COUNTY's agents who are involved in the delivery or processing of CONTRACTOR goods or services to the COUNTY. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

5.13 ENTIRE CONTRACT

This contract constitutes the entire understanding of the parties. In the event of a conflict between the COUNTY'S contract terms and the CONTRACTOR'S contract terms, the COUNTY'S terms shall be the overriding determining factor.

5.14 CONTRACT CANCELLATION

The COUNTY may terminate this contract at any time by providing 30 days' notice in writing from the COUNTY to the CONTRACTOR. If the contract is terminated by the COUNTY as provided in this section, the COUNTY shall pay for services satisfactorily completed by the CONTRACTOR, less any payment or compensation previously made.

5.15 LAWS AND ORDINANCES

The contract will be governed by North Carolina law.

5.16 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

5.17 CONTRACTOR REPRESENTATIONS

CONTRACTOR warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. CONTRACTOR agrees that it will not enter any agreement with a third party that may abridge any rights of the COUNTY under this Contract.

If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for CONTRACTOR'S proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, CONTRACTOR will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the CONTRACTOR to provide and deliver the Services and Deliverables.

CONTRACTOR certifies that it has not previously or currently:

- a. Had any criminal felony conviction, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of CONTRACTOR, its officers or directors, or any of its employees or other personnel to provide services on this project, of which CONTRACTOR has knowledge.
- b. Had any regulatory sanctions levied against CONTRACTOR or any of its officers, directors or its professional employees expected to provide services on this project by any governmental regulatory agencies within the past three years. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings.
- c. Had any civil judgments against CONTRACTOR during the three (3) years preceding submission of its proposal herein.

Any personnel or agent of the CONTRACTOR performing services under any contract arising from this RFP may be required to undergo a background check at the expense of the CONTRACTOR, if so requested by the COUNTY.

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The COUNTY may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the COUNTY may request acceptable substitute personnel or terminate the contract services provided by such personnel.

Attachments to this RFP begin on the next page.

ATTACHMENT A: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The County reserves the right to reject any and all proposals, to waive minor informality in proposals and to reject proposal with non-minor informalities, based on the sole discretion of the County.
4. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
5. **GIFTS:** Gifts and favors to the County of any kind in any amount are prohibited.
6. **SUSTAINABILITY:** To support the sustainability efforts of the County of Cumberland we solicit your cooperation in this effort. All copies of the proposal are printed double sided.
7. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150 (1999), the County invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
8. **INFORMAL COMMENTS:** The County shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the County during the competitive process or after award. The County is bound only by information provided in this RFP and in formal Addenda issued through the State's IPS and the County's Vendor Self Service website.
9. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by vendor in preparing or submitting offers are the Vendor's sole responsibility; the County of Cumberland will not reimburse any vendor for any costs incurred.
10. **VENDOR'S REPRESENTATIVE:** Each vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
11. **SUBCONTRACTING:** The Contractor shall not assign or subcontract the work, or any part thereof, without the previous consent of Cumberland County, nor shall it assign, by power of attorney, operation of law, or otherwise, any moneys payable under the Contract without prior written consent of the County.

If the vendor proposes to subcontract work in this project, the subcontractor and the activity in this project are to be identified in the proposal.

All subcontractors must be approved by the County and must conform to and comply with the same terms, standards and specifications applicable to the contracting firm.

The vendor shall be fully responsible and accountable to the County for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by him.
12. **INSPECTION AT VENDOR'S SITE:** The County reserves the right to inspect, at a reasonable time, the

Proposal Number: #22-29-DSS CONFERENCE CENTER AV DSS PROJECT

equipment/item, plant or other facilities of a prospective vendor prior to Contract award, and during the Contract term as necessary for the County determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

13. **AFFIRMATIVE ACTION**: The vendor will take affirmative action in complying with all Federal and County requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
14. **VENDOR REGISTRATION**: Vendor's are not required to register as a vendor in our system in order to submit a bid; however, registration is recommended so that vendor information is available for future opportunities. New vendors can register by visiting the following URL:
<https://ccmunis.co.cumberland.nc.us/MSS/Vendors/Registration/Default.aspx>.

This Space is Intentionally Left Blank

ATTACHMENT B: EXECUTION OF PROPOSAL

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

- _____ The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.
- _____ This proposal was signed by an authorized representative of the Contractor.
- _____ The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- _____ All labor costs associated with this project have been determined, including all direct and indirect costs.
- _____ The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.
- _____ Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to execute/sign proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & COUNTY & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

ATTACHMENT C: PROPOSAL COST

Please attach a hard copy of all costs.

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

The undersigned hereby certifies that: [check all applicable boxes]

- ☐ The vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____

- ☐ The vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

- ☐ The vendor is current in all amounts due for payments of federal and County taxes and required employment-related contributions and withholdings.

- ☐ The vendor is not the subject of any current litigation or findings of noncompliance under federal or County law.

- ☐ The vendor has no findings in any past litigation, or findings of noncompliance under federal or County law that may impact in any way its ability to fulfill the requirements of this Contract.

- ☐ He or she is authorized to make the foregoing statements on behalf of the vendor.

Note: This is a continuing certification and vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, vendor shall explain the reason in the space below:

Signature Date

Printed Name Title

[This Certification must be signed by an individual authorized to speak for the vendor]

ATTACHMENT E: MEETING ROOM LAYOUT

MEETING ROOM LAYOUT:

Each room is as follows,

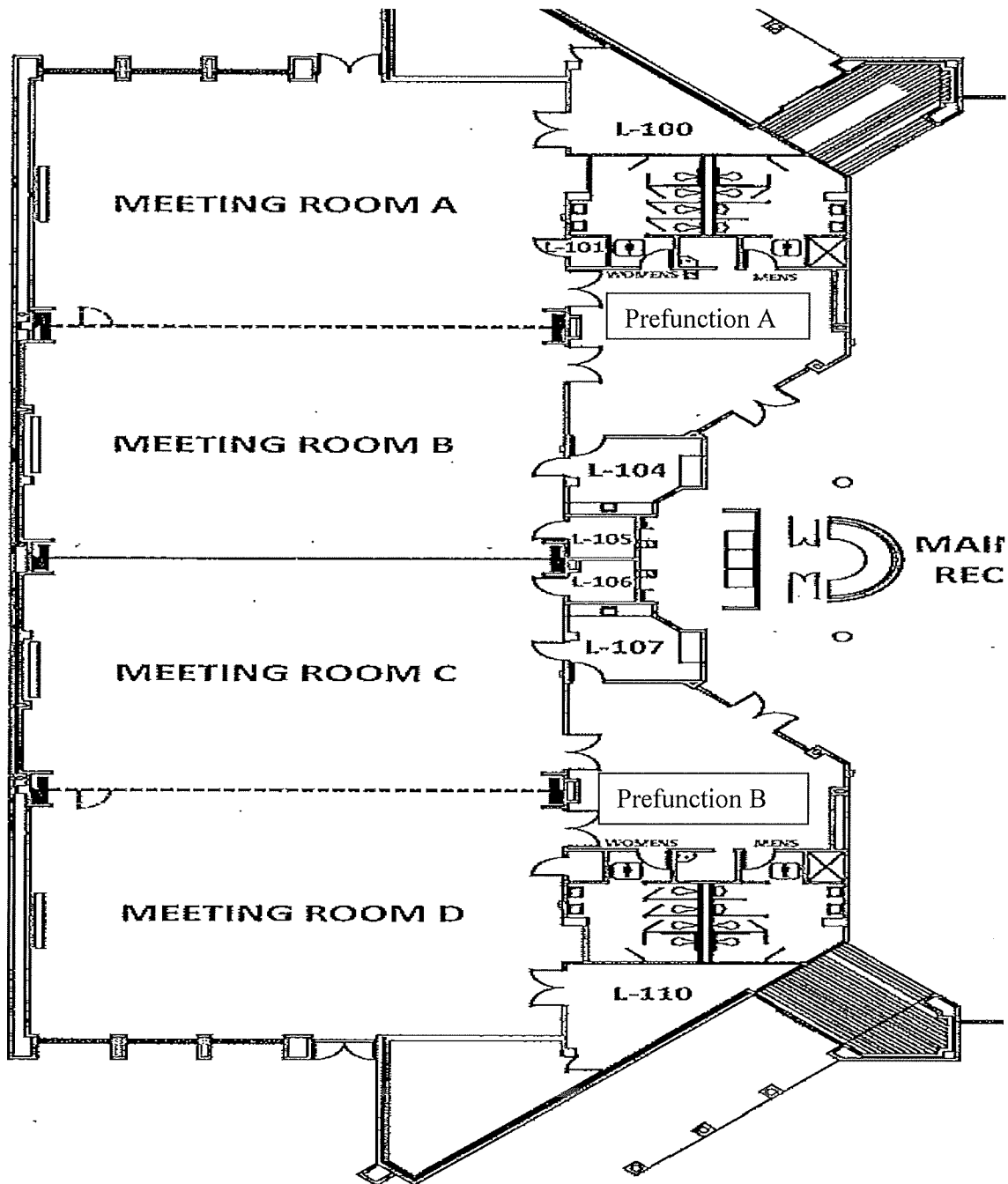
A-41.3' X 50.5'

B-38.8' X 50.5'

C-38.9' X 50.5'

D-40.11' X 50.5'

CEILING-12' CENTER, 9.4' ON OVERHANG, OVERHANG IS 4' WIDE





RFP# 22-29-DSS CONFERENCE CENTER AV DSS PROJECT

Addendum I – Modification to Language (County responses and changes are in red)

2.4

SITE VISIT SCHEDULE:

Date: May 25, 2022 (Wednesday)

Time: 1:00 pm to 3:00 pm Eastern Time

POC: Lorena Santos

Contact#: 910-678-7743

Location: Cumberland County Department of Social Services

1224 Ramsey St. Fayetteville, NC 28301

Instructions: It shall be **MANDATORY** that each vendor representative be present for a pre-proposal **site visit on Wednesday, May 25, 2022, at 1:00 pm EST**. Attendees must meet promptly at 1:00 PM Eastern Time at *Department of Social Services – 1225 Ramsey St., Fayetteville N.C.28301, 910-528-2214, North Entrance, Security & Information Kiosk*. All attendees must sign in upon arrival. VENDORS WHO ARRIVE LATER THAN 15 MINUTES AFTER THE SPECIFIED TIME WILL NOT BE ALLOWED TO SIGN IN, PARTICIPATE IN THE SITE VISIT, NOR SHALL THEIR PROPOSAL BE CONSIDERED. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.



RFP# 22-29-DSS CONFERENCE CENTER AV DSS PROJECT

Addendum II – Modification to Language (County responses and changes are in red)

4.0 SCOPE OF WORK & VENDOR'S PROPOSAL CONTENT REQUIREMENTS

4.1 SCOPE OF WORK

A. EQUIPMENT SPECIFICATIONS and MINIMUM REQUIREMENTS

The county requires that vendors meet the following minimum qualifications. Failure to meet these qualifications may result in the vendor's disqualification.

- Wall plates in each room (4 total) by projection screens with HDMI, SDI, ~~VGA~~, 1/8" 2 channel audio, XLR line input and XLR mic inputs. All inputs must be terminated to core control matrix



RFP# 22-29-DSS CONFERENCE CENTER AV DSS PROJECT

Addendum III

A. Questions/Answers

B. Due Date Extension

C. Modification to Language

(County responses and changes are in red)

A. Questions/Answers:

1. I would like to request a plan holders or bidders list, and to confirm that the bid date and time are unchanged.

A bidder's list cannot be provided until after the bid opening occurs. A public records request will need to be submitted through the Cumberland County website for this information. The due date for this RFP has been extended to 12:00 PM on Friday, June 17, 2022. See section B of Addendum III.

2. For us to design the system within your wants/needs, get pricing, lead times, and questions answered by manufacturers (whom will be hard to get in contact with considering Infocomm is the week of the 30th and the AV industry shuts down during this) in those 4 days will be virtually impossible. I understand that you need these proposals in a timely manner, but I am urging you to reconsider when these bids are due and push that date back.

The due date for this RFP has been extended to 12:00 PM on Friday, June 17, 2022. See section B of Addendum III.

3. Are SDI output plates required in each space, or one over all in the rack area?

No SDI output plates are required. The only signal outputs aside from the normal I/O routing is at the equipment rack and we would like to have a program selectable HDMI output feed (audio and video) for potential broadcast or recording use. If it needs to be SDI, I'll put a Decimator on it. HDMI will be fine.

4. Are audio output plates required in each space?

No audio outputs on plates are required. All plates will be inputs only. Audio will be XLR MIC and LINE inputs as well as a 3.5mm/ 1/8" input. Video will be HDMI and SDI, NO VGA ON PLATES.

5. Are HDMI and VGA inputs required at each podium along with HDMI/SDI wall plates in each room?

HDMI and VGA are needed at the podium position/floor pocket. As stated in #4 above, only HDMI and SDI inputs on wall plates, along with audio inputs, NO VGA ON WALL PLATES.

6. Will a bid submitted by email be accepted? If not are qty nine (9) photocopies of the entire bid required (see page 4 section "a" of bid)?

No, this is a formal bid. A sealed proposal must be mailed or hand-delivered to the address included in the RFP, following all detailed specifications listed in Section 2.2 Proposal Submittal, which includes 9 photocopies of the entire bid.

7. Will the county pay on progress billing on received goods?

Assuming services/items have been received and approved the county agrees to net thirty (30) day payment terms after receipt of the summary invoice from the vendor or if beyond (30) days, in accordance with any payment terms provided by the vendor to the County. The County does not agree to the payment of late charges or finance charges assessed by the seller for any reason.

8. Due to the complex nature of this project, there is not enough time to send in a comprehensive complete proposal by the due date of June 2nd. Also, the AV industry essentially shuts down for InfoComm between June 3rd and June 10th. Will the county extend the deadline for proposals?

The due date for this RFP has been extended to 12:00 PM on Friday, June 17, 2022. See section B of Addendum III.

B. Due Date Extension:

The bid opening date has been extended for this RFP. All bids must be received in accordance with the RFP by 12:00 PM on Friday, June 17, 2022.

C. Modification to Language:

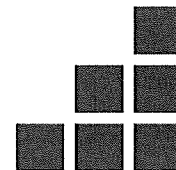
4.0 SCOPE OF WORK & VENDOR'S PROPOSAL CONTENT REQUIREMENTS

4.1 SCOPE OF WORK

A. EQUIPMENT SPECIFICATIONS and MINIMUM REQUIREMENTS

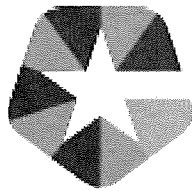
The county requires that vendors meet the following minimum qualifications. Failure to meet these qualifications may result in the vendor's disqualification.

- No contract awarded installer or integrator will commence the physical installation until all equipment and components necessary to complete the job are in the contractor's possession. The installation start date will be determined upon notification to the county by the vendor they are in possession of all installation equipment. The start date will be no more than 30 days from this notification.



Bid #: RFP 22-29-DSS
Conference Center AV DSS Project

RECURSAV, LLC
3909 WESTPOINT BLVD SUITE G
WINSTON SALEM, NC 27103
(336) 528-4860
NATHAN RHOADES



CUMBERLAND
COUNTY

NORTH CAROLINA

Innovation and Technology Services

RFP 22-29-DSS

Conference Center AV DSS Project

Date of Issue: May 16, 2022

Site Visit: May 25, 2022 (Wednesday) at 1:00-3:00 PM (EST)

Questions Due Date: May 27, 2022 (Friday) at 12:00 PM (EST)

Proposal Due Date: June 2, 2022 (Thursday) at 12:00 PM (EST)

Direct all inquiries concerning this RFP to:

Lorena Santos

Purchasing Manager

Email: CumberlandPurchasing@co.cumberland.nc.us

Phone: 910-678-7743

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

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1.0 PURPOSE AND BACKGROUND

The purpose of this RFP is to obtain proposals and bids from qualified vendors as to the costs, qualifications and abilities to design and install a turnkey 4-meeting room audio visual system(s) at the Department of Social Services Conference Facility (DSSCF). This system must be able to support live multi-room meetings, virtual meetings and provide live stream capabilities.

The vendors ability to provide a clear project path and approach based on the projects scope of work and technical requirements and the successful implementation of this path as well as ongoing product support are critical aspects. This request for proposals includes the removal of current equipment, purchase of new equipment, installation, programming, integration, debugging, training, implementation and project management.

2.0 PROPOSAL INSTRUCTIONS & REQUIREMENTS

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference. By submitting a proposal, the vendor agrees to meet all stated requirements in this section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the County to receive a better proposal, the vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.3.

Vendors shall populate all attachments of this RFP that require the vendor to provide information and include an authorized signature where requested. Failure to include required documents and/or signatures, where requested, will result in rejection of submitted proposals.

2.2 PROPOSAL SUBMITTAL

Proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below.

Mailing address for delivery of proposal via US Postal Service	Office Address of delivery by any other method (special delivery, overnight, or any other carrier)
<p><i>PROPOSAL TITLE:</i> <i>22-29-DSS Conference Center AV DSS Project</i></p> <p><i>Cumberland County Purchasing Office</i> <i>ATTN: Lorena Santos</i> <i>PO Box 1829</i> <i>Fayetteville, NC 28302-1829</i></p>	<p><i>PROPOSAL TITLE:</i> <i>22-29-DSS Conference Center AV DSS Project</i></p> <p><i>Cumberland County Purchasing Office</i> <i>ATTN: Lorena Santos</i> <i>117 Dick Street</i> <i>4th Floor, Room 451</i> <i>Fayetteville, NC 28301</i></p>

IMPORTANT NOTE: All proposals shall be physically delivered to the office address listed above or **before 12:00 PM, as per the clock in the Purchasing Office of the Finance Department on Thursday, June 2, 2022**, regardless of the method of delivery. All risk of late arrival due to unanticipated delay—whether delivered by email, hand, U.S. Postal Service, courier or other delivery service is entirely on the vendor. It is the sole responsibility of the vendor to have the proposal to the County department specified by the specified time and date of opening. Any proposal received after the proposal submission deadline will be rejected.

Proposal Number: #22-29-DSS CONFERENCE CENTER AV DSS PROJECT

- a) Submit **one (1) signed, original executed** proposal responses, **[9] of photocopies, [1] electronic copy on a flash drive.**
- b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. Proposals will be subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.
- c) The electronic copies of your proposal must be provided on separate read-only flash drives. The files **shall NOT** be password protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.

All proposal addendums and/or corrections will be posted on the Cumberland County Vendor Self Service site <https://ccmunis.co.cumberland.nc.us/MSS/Vendors/VProposals/SearchResults.aspx>. Vendors who submit a notice of intent to bid to email CumberlandPurchasing@co.cumberland.nc.us will receive addendums by email.

2.3 PROPOSAL QUESTIONS

Written questions shall be emailed to CumberlandPurchasing@co.cumberland.nc.us by **12:00 p.m. (EST) on Friday, May 27, 2022**. Vendors should enter “**RFP Title 22-29-DSS Conference Center AV DSS Project: Questions**” as the subject for the email. Questions will not be answered by phone. Questions submittals should include a reference to the applicable RFP section.

Questions received prior to the submission deadline date, the County’s response, and any additional terms deemed necessary by the County will be posted in the form of an addendum to the Cumberland County Vendor Self Service Site, <https://ccmunis.co.cumberland.nc.us/MSS/Vendors/default.aspx> and shall become an Addendum to this RFP. **Vendors who submit an intent to bid will receive addendums by email.** Vendors shall rely *only* on written material contained in an Addendum to this RFP. **Vendors should not contact any other County employees, besides those listed above, during the bid process. Vendors who contact any other County employees may be disqualified.**

Any questions considered minute in nature or that point to an error in the RFP or that the County determines will produce information required in order for all vendors to submit a responsible proposal, may be answered at the County’s discretion after the specified date and time. Such questions that are received after the deadline are not guaranteed to be answered and if the questions qualify as “minute in nature” shall be determined at the sole discretion of the County.

2.4

SITE VISIT SCHEDULE:

Date: May 25, 2022 (Wednesday)

Time: 1:00 pm to 3:00 pm Eastern Time

POC: Lorena Santos

Contact #: 910-678-7743

Location: Cumberland County Department of Social Services

1224 Ramsey St. Fayetteville, NC 28301

Instructions: It shall be **MANDATORY** that each vendor representative be present for a pre-proposal **site visit on Wednesday, May 25, 2022, at 1:00 pm EST**. Attendees must meet promptly at 10:00 AM Eastern Time at *Department of Social Services – 1225 Ramsey St., Fayetteville N.C.28301, 910-528-2214, North Entrance, Security & Information Kiosk*. All attendees must sign in upon arrival. **VENDORS WHO ARRIVE LATER THAN 15 MINUTES AFTER THE SPECIFIED TIME WILL NOT BE ALLOWED TO SIGN IN, PARTICIPATE IN THE SITE VISIT, NOR SHALL**

THEIR PROPOSAL BE CONSIDERED. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.

The purpose of this visit is for all prospective vendors to apprise themselves with the conditions and requirements which will affect the performance of the work called for by this Request for Proposals. Vendors must stay for the duration of the site visit.

Vendors are cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this Request for Proposal, must be confirmed by written addendum before it can be considered to be a part of this proposal.

2.5 ALTERNATE PROPOSALS

Vendor may submit alternate proposals for various methods or levels of service(s) or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal Title___ [for 'name of Vendor']". Each proposal must be for a specific set of services and must include specific pricing. If a vendor chooses to respond with various service offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered. Acceptance of alternate proposals is at the County's sole discretion.

2.6 RFP TERMS & CONDITIONS

It shall be the vendor's responsibility to read the instructions, the County's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

Questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.3 PROPOSAL QUESTIONS. Vendor's proposal shall constitute a firm offer.

If a vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this RFP, about whether specific language proposed as a modification is acceptable to or will be considered by the County. It is the County's sole discretion to accept or reject requested modifications and/or exceptions.

3.0 NOTICES TO VENDOR

3.1 PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY

PROHIBITED COMMUNICATION: Each vendor submitting a proposal, including its representatives, subcontractors, and suppliers, is prohibited from having any communication with any employees or members of the board of commissioners of the County except those employees of the County's Finance Department as designated in this RFP. A vendor who does not comply with this provision may be disqualified from award of a contract.

!IMPORTANT INFORMATION! CONFIDENTIAL INFORMATION: The proposal must not contain any information marked as "confidential" or as a "trade secret" or in any other manner as to indicate that it is information protected by the Trade Secrets Protection Act (the "Act") as set out in Article 24 of Chapter 66 of the North Carolina General Statutes, unless the vendor has noticed the County Finance Department of its intent to designate any information in the proposal as such and received permission from the County Finance Department to do so in writing. Vendor's notice to the County Finance Department must be in writing and must describe the information for which confidentiality is requested and explain how the information is a "trade secret" as defined in G.S. § 66-152(3). If the County Finance

Department determines the information for which confidentiality is requested is a “trade secret” covered by the Act, it will notify the vendor how to mark the information in the proposal and will identify the measures that County will take to protect the confidentiality of the information. Vendor’s submission of a proposal after receipt of this notice from the County Finance Departments shall be deemed to be acceptance of the County Finance Department’s statement of how it will maintain confidentiality. If the County Finance Department determines the information for which confidentiality is requested is not a “trade secret” covered by the Act, it will notify vendor of that determination. Any proposal marked with any information as “confidential” or as a “trade secret” or in any other manner as to indicate that it is information protected by the Act in violation of this section shall be regarded as not responsive to the request for proposals and shall not be considered.

3.2 PROPOSAL COMPLIANCE

It is in the best interest of vendors to submit proposals that are clear, concise, and easily understood. Proposals should provide information essential for a straightforward and concise description of vendor capabilities to satisfy the requirements of the RFP specifications.

Vendor may include any optional data not provided for elsewhere and considered to be pertinent to this bid as an addendum.

Vendors are urged and cautioned to read the RFP completely through as noncompliance with requirements may result in bid rejection. Section 4.0 requirements and request for information must be in the same order with the same titles as listed in Section 4.0. Vendor proposals should be easy to follow and all sections should be easily identified.

The specifications included in this package describe the services that the County feels are necessary to meet the performance requirements of this RFP and shall be considered the minimum standards expected of the Proposer. However, the specifications are not intended to exclude potential bidders.

If the vendor is unable to meet any of the specifications as outlined therein, vendors are advised to submit questions and concerns regarding the specifications during the question and answer period described in Section 2.3.

If the vendor does not indicate submit questions or concerns regarding the specifications, the County shall assume it is able to fully comply with these specifications. The County shall be the sole and final judge of compliance with all specifications.

The County further reserves the right to determine the acceptability or unacceptability of any and all alternatives or deviations.

3.3 PROPOSAL EVALUATION PROCESS

The County shall review all responses to this RFP to confirm that they meet the specifications and requirements of the RFP. The County shall not be required to hold interviews; however, depending on the number of responses and the information contained in the responses, the County may decide to conduct interviews with firms of its choice. The County reserves the right to request clarification of information submitted.

The County reserves the right to reject all offers.

3.4 EVALUATION CRITERIA

All qualified proposals will be evaluated, and award made based on considering the following criteria to result in an award most advantageous to the County.

1. Qualifications and Relative Experience of Firm	25 points
2. Qualifications and Experience of Staff	25 points
3. Respondents Technical Approach	15 points
4. Respondents Internal Training	10 points
5. Cost Proposal	<u>25 points</u>
	100 points

3.5 METHOD OF AWARD

The County reserves the right to make separate awards to different vendors for one or more-line items, to not award one or more-line items or to cancel this RFP in its entirety without awarding a contract, if it is considered to be most advantageous to the County to do so.

The County reserves the right to reject all original offers and request one or more of the vendors submitting bids within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the County, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

4.0 SCOPE OF WORK & VENDOR'S PROPOSAL CONTENT REQUIREMENTS

4.1 SCOPE OF WORK

The equipment must be a turn-key hardware and software solution based on Dante AV over IP. All components, equipment, installation, integration, cabling, rewiring, software, hardware, training warranties and maintenance support plans, travel, per diems, lodging or other expenses must be provided and described in the proposal. All equipment must be from AV industry recognized manufacturers with a history of proven life cycle performance and integrity. Proposal should include any licenses; warranties and a 3-year minimum equipment support contract of 48-hour technical solution response from time of trouble report.

A. EQUIPMENT SPECIFICATIONS and MINIMUM REQUIREMENTS

The county requires that vendors meet the following minimum qualifications. Failure to meet these qualifications may result in the vendor's disqualification.

- The ability to meet the functional and technical requirements/approach described in this RFP as evidenced by the RFP response.
- Current and valid North Carolina General Contractors License.
- Current and valid North Carolina Low Voltage License.
- Contractor/Vendor must be trained and familiar on equipment selected to install.
- Detailed explanation of on-site equipment support process for the equipment installed. Telephone and email support call center must be in the United States.
- System must have a minimum of 64 audio inputs and 32 video inputs.

- Audio input channels must have gain control, 48V phantom power, low and high pass filters, 3 bands of semi parametric equalization or equivalent EQ., and compression.
- Audio system outputs must be capable of limiting and equalization. System must be on Dante AV over IP Emergency annunciations override for egress must be installed into the audio chain.
- Core matrix must be able to configure all inputs to output devices. Multi room combing and separation.
- Room control must be on wall touch panel in each meeting room usable by non-technical individuals. 4 locations total.
- Master control touch pad for technical staff use located with AV rack.
- Sound system must cover entire room(s) at 9db on isobar edge and be able to provide frequency response from 65-20KHZ at -3db with a minimum input sensitivity of 88db @1watt@1 meter. Speakers must be able to have individual conical coverage of 125-135 degrees.
- Speaker system must provide coverage for both Pre-conference A and B.
- Audio amplifiers must adhere to a 2:1 minimum headroom of available power to speaker requirements.
- Wall plates in each room (4 total) by projection screens with HDMI, SDI, VGA, 1/8" 2 channel audio, XLR line input and XLR mic inputs. All inputs must be terminated to core control matrix.
- 16-Wireless microphone systems on Dante protocol with conference microphone transmitters, lavalier transmitters and microphone and handheld microphone like a Shure SM-58. Prefer to operate on G50 band. These systems may have Dante as part of the units or Dante convertors may be used for signal transmission. 16-rechargeable batteries with rack mount recharging stations.
- Antenna coverage for all systems in all 4 meeting rooms.
- Existing Shure wireless SLX Systems will be re-used in the new system and converted for Dante signal transport. Additional antenna coverage will be required.
- Wireless systems must be routed for virtual collaboration as well as room audio reinforcement.
- Integration of existing podium audio and video signals/wiring must be integrated into the new system.
- 1- 133–135-inch diagonal ceiling mount, electric, tensioned screen per room in 16:9 format with a minimum gain of 1.0. and viewable from minimum of 120 degrees. Top black border must be 4 inches or less. 4 screens total
- 1- 7500 minimum lumen 4K laser projector per room with minimum 20,000-hour lamp life. 16:9 format. 4 projectors total
- Use of current hanging mount is acceptable or re-positioning of mount for lens throw is acceptable.
- HDBaseT signal transfer for video signal to projectors preferred.
- Video signal inputs must be selectable into any combination of projectors for all 4 rooms.
- 2-selectable PTZ cameras per room for presenter and room view for virtual collaboration. Cameras must be selectable for room combining. 8 cameras total.
- System must integrate with WebEx, GTM, and Zoom.
- Installation and cable runs must be included.
- Install camera and audio source selectable HDMI output for Broadcast purposes in AV rack.
- Use of existing cable runs are acceptable with vendors approval and acceptance into the new system.
- Vendor to describe warranty on all components.

- Vendor to fully describe maintenance/support plans offered, their costs and location of service depot/technicians.
- Vendor to provide training for 3-4 people prior to handoff.
- Existing equipment needs to be removed from AV racks and set aside for potential re-use.
- All removed equipment, including unusable equipment and trash to be discarded must be managed and removed by vendor.
- Current Middle Atlantic AV Racks may be re-purposed.

4.2 VENDOR'S PROPOSAL REQUIREMENTS

The vendor's proposal must include the required information below. Proposals shall be tabbed, using the titles identified in this section, to identify the required information. Tabs must be in the same order as listed below. Failure to submit this information may render its proposal non-responsive. **Vendors are urged and cautioned to read the notices in Section 3.1. Noncompliance with the confidentiality requirements will result in a proposal being considered nonresponsive.**

The county desires all proposals to be identical in format to facilitate comparison. While the county's format may be different from the vendor's preference, the county requires strict adherence to the format. The proposals shall be in the format described below.

A: Cover Letter

B: Vendor's technical approach with installation timetable and project completion estimated timeframe.

C: Cost (Attachment C)

D: Vendor Experience

E: Vendor References

F: Other Required Forms: (Attachments B & D)

A. COVER LETTER

The proposal must include a letter of transmittal attesting to its accuracy, signed by an individual authorized to execute binding legal documents. The cover letter shall provide the name, address, email address, telephone and facsimile numbers of the executive that has the authority to contract with the County of Cumberland. The cover letter shall present the Company's understanding and ability to perform

B. TECHNICAL APPROACH

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

C. COST

Cost must be submitted using *Attachment [C]: Proposal Cost*. Cost shall be all inclusive. **Exclude all sales tax from your proposal.** If discount is available for prompt payment, identify terms so it may be considered in analyzing proposal.

D. VENDOR EXPERIENCE

In its Proposal, vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the County of Cumberland. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

E. REFERENCES

Vendors shall provide at least three (3) references for which your company has provided services of similar size and scope to that proposed herein.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL ADDRESS
WAKE FOREST UNIVERSITY	JASON COLLINS	(336) 758-4142	collinsj@wfu.edu
WINSTON SALEM STATE UNIVERSITY	CHRIS SCREEN	336-750-2689	screenc@wssu.edu
JB DUKE	DAVID JOHNSON	919.313.2851	djohnson@wdigc.com

5.0 CONTRACT TERMS AND CONDITIONS

5.1 IRAN DIVESTMENT ACT

As provided in N.C.G.S. 147-86.55-69, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the County Treasurer pursuant to G.S. 147-86.57(6) c, is ineligible to contract with the County of North Carolina or any political subdivision of the COUNTY.

5.2 E-VERIFY

CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Contractor utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.”

5.3 DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

The CONTRACTOR certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81. It is the responsibility of each CONTRACTOR to monitor compliance with this restriction. Contracts valued at less than \$1,000.00 are exempt from this restriction.

5.4 CONTRACT CHANGES

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the COUNTY and CONTRACTOR.

5.5 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of contract award (the “Effective Date”). The CONTRACTOR shall begin work under the Contract within (60) business days of the Effective Date.

At the end of the Contract’s current term, the COUNTY shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two additional one-year terms.

5.6 PRICING

Proposal price shall constitute the total cost for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. CONTRACTOR shall not invoice for any amounts not specifically allowed for in this RFP.

5.7 INVOICES

a) Invoices must be submitted to the following address:

County of Cumberland ITS Department
c/o Lissa Jones
117 Dick ST
STE 519
Fayetteville, NC 28301-9604

b) Any applicable taxes shall be invoiced as a separate item.

5.8 PAYMENT TERMS

The CONTRACTOR will be paid net thirty (30) calendar days after the CONTRACTOR'S invoice is approved by the COUNTY.

5.9 APPROPRIATION OF FUNDS

The parties intend that contractual performances by either party beyond the first fiscal year after the execution of this agreement be contingent upon the continued funding and appropriation by the County Board of Commissioners. Therefore, the parties agree that services provided and payment due under this agreement will be provided upon a year-to-year basis contingent upon continued funding and appropriation. The fiscal year for Cumberland County begins on July 1 and ends June 30th.

5.10 FINANCIAL STABILITY

CONTRACTOR warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that CONTRACTOR has no constructive or actual knowledge of an actual or potential legal proceeding being brought against CONTRACTOR that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

5.11 INSURANCE:

Providing and maintaining adequate insurance coverage is a material obligation of the CONTRACTOR and is of the essence of this Contract. All such insurance shall meet all laws of the County of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The CONTRACTOR shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the CONTRACTOR shall not be interpreted as limiting the CONTRACTOR'S liability and obligations under the Contract. During the term of the Contract, the CONTRACTOR at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract.

5.12 GENERAL INDEMNITY

The CONTRACTOR shall hold and save the COUNTY, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the CONTRACTOR in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the CONTRACTOR provided that the CONTRACTOR is notified in writing within 30 days that the COUNTY has knowledge of such claims. The CONTRACTOR represents and warrants that it shall make no claim of any kind or nature against the COUNTY's agents who are involved in the delivery or processing of CONTRACTOR goods or services to the COUNTY. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

5.13 ENTIRE CONTRACT

This contract constitutes the entire understanding of the parties. In the event of a conflict between the COUNTY'S contract terms and the CONTRACTOR'S contract terms, the COUNTY'S terms shall be the overriding determining factor.

5.14 CONTRACT CANCELLATION

The COUNTY may terminate this contract at any time by providing 30 days' notice in writing from the COUNTY to the CONTRACTOR. If the contract is terminated by the COUNTY as provided in this section, the COUNTY shall pay for services satisfactorily completed by the CONTRACTOR, less any payment or compensation previously made.

5.15 LAWS AND ORDINANCES

The contract will be governed by North Carolina law.

5.16 COMPLIANCE WITH LAWS

CONTRACTOR shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

5.17 CONTRACTOR REPRESENTATIONS

CONTRACTOR warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence consistent with the prevailing business standards in the industry. CONTRACTOR agrees that it will not enter any agreement with a third party that may abridge any rights of the COUNTY under this Contract.

If any services, deliverables, functions, or responsibilities not specifically described in this Contract are required for CONTRACTOR'S proper performance, provision and delivery of the service and deliverables under this Contract, or are an inherent part of or necessary sub-task included within such service, they will be deemed to be implied by and included within the scope of the contract to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, CONTRACTOR will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the CONTRACTOR to provide and deliver the Services and Deliverables.

CONTRACTOR certifies that it has not previously or currently:

- a. Had any criminal felony conviction, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, of CONTRACTOR, its officers or directors, or any of its employees or other personnel to provide services on this project, of which CONTRACTOR has knowledge.
- b. Had any regulatory sanctions levied against CONTRACTOR or any of its officers, directors or its professional employees expected to provide services on this project by any governmental regulatory agencies within the past three years. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings.
- c. Had any civil judgments against CONTRACTOR during the three (3) years preceding submission of its proposal herein.

Any personnel or agent of the CONTRACTOR performing services under any contract arising from this RFP may be required to undergo a background check at the expense of the CONTRACTOR, if so requested by the COUNTY.

Proposal Number: #22-29-DSS CONFERENCE CENTER AV DSS PROJECT

The COUNTY may, in its sole discretion, terminate the services of any person providing services under this Contract. Upon such termination, the COUNTY may request acceptable substitute personnel or terminate the contract services provided by such personnel.

Attachments to this RFP begin on the next page.

ATTACHMENT A: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the vendor's sole responsibility to ensure delivery at the designated office by the designated time.
3. **ACCEPTANCE AND REJECTION:** The County reserves the right to reject any and all proposals, to waive minor informality in proposals and to reject proposal with non-minor informalities, based on the sole discretion of the County.
4. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
5. **GIFTS:** Gifts and favors to the County of any kind in any amount are prohibited.
6. **SUSTAINABILITY:** To support the sustainability efforts of the County of Cumberland we solicit your cooperation in this effort. All copies of the proposal are printed double sided.
7. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150 (1999), the County invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled.
8. **INFORMAL COMMENTS:** The County shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the County during the competitive process or after award. The County is bound only by information provided in this RFP and in formal Addenda issued through the State's IPS and the County's Vendor Self Service website.
9. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by vendor in preparing or submitting offers are the Vendor's sole responsibility; the County of Cumberland will not reimburse any vendor for any costs incurred.
10. **VENDOR'S REPRESENTATIVE:** Each vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
11. **SUBCONTRACTING:** The Contractor shall not assign or subcontract the work, or any part thereof, without the previous consent of Cumberland County, nor shall it assign, by power of attorney, operation of law, or otherwise, any moneys payable under the Contract without prior written consent of the County.

If the vendor proposes to subcontract work in this project, the subcontractor and the activity in this project are to be identified in the proposal.

All subcontractors must be approved by the County and must conform to and comply with the same terms, standards and specifications applicable to the contracting firm.

The vendor shall be fully responsible and accountable to the County for the acts and omissions of its subcontractors, and of persons directly or indirectly employed by him.

12. **INSPECTION AT VENDOR'S SITE:** The County reserves the right to inspect, at a reasonable time, the

equipment/item, plant or other facilities of a prospective vendor prior to Contract award, and during the Contract term as necessary for the County determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

13. **AFFIRMATIVE ACTION**: The vendor will take affirmative action in complying with all Federal and County requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
14. **VENDOR REGISTRATION**: Vendor's are not required to register as a vendor in our system in order to submit a bid; however, registration is recommended so that vendor information is available for future opportunities. New vendors can register by visiting the following URL:
<https://ccmunis.co.cumberland.nc.us/MSS/Vendors/Registration/Default.aspx>.

This Space is Intentionally Left Blank

ATTACHMENT B: EXECUTION OF PROPOSAL

EXECUTION


In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted competitively and without collusion, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible from covered transactions by any Federal or State department or agency. Furthermore, the undersigned vendor certifies that it and its principals are not presently listed on the Department of State Treasurer's Final Divestment List as per N.C.G.S 147-86.55-69.

The potential Contractor certifies and/or understands the following by placing an "X" in all blank spaces:

- X The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.
- X This proposal was signed by an authorized representative of the Contractor.
- X The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.
- X All labor costs associated with this project have been determined, including all direct and indirect costs.
- X The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.
- X Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

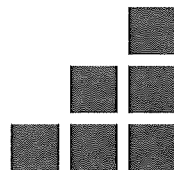
Therefore, in compliance with the foregoing RFP, and subject to all terms and conditions thereof, the undersigned offers and agrees to furnish the services for the prices quoted within the timeframe required. Vendor agrees to hold firm offer through contract execution.

Failure to execute/sign proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED.

VENDOR: RECURSAV, LLC		
STREET ADDRESS: 3909 WESTPOINT BLVD SUITE G	P.O. BOX:	ZIP: 27103
CITY & COUNTY & ZIP: WINSTON SALEM, FORSYTH COUNTY , 27103	TELEPHONE NUMBER: (336) 528-4860	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: NATHAN RHOADES PRESIDENT		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: 06/14/2022	EMAIL: NRHOADES@RECURSAV.COM

ATTACHMENT C: PROPOSAL COST

Please attach a hard copy of all costs.



Proposal

FOR: CUMBERLAND COUNTY

BY: RECURSAV, LLC

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1.0 - Scope of Work

The following scope is Recursav's best understanding of the requested system expectations developed from our needs analysis walkthrough with Cumberland County representatives.

DSS is a multipurpose divisible space that is used for meetings, dinners, parties, fashion shows and more. The space can be separated into up to four individual spaces that need their own independently functioning systems, or the spaces can be combined to make one large system. The focus of this proposal is to upgrade the current system to be more functional with today's standards and add in elements to simplify the use for the end users and employees.

Video System

The backbone of the video system will consist of an Extron XTP audiovisual solution and high lumen laser projectors. Each divided space will have access to an owner furnished PC that will be installed in the equipment rack, located in the storage room. The divisible space will also have access to a wall plate with HDMI/SDI connections and HDMI/VGA transmitters in the existing podiums for a BYOD (Bring Your Own Device) to be connected. Projectors will be installed in the drop ceiling. New Da-lite projection screens will be installed in each space. The following gear will be installed in each of the four divisible spaces for VTC: two (2) networked based camera, one (1) on the front wall and one (1) on the rear wall, will be routed to USB bridges that tie in the room microphone audio and the camera to share over one USB cable. One (1) USB bridge will be located in the equipment rack and connect to the owner furnished PC. The others will live in the podium where a USB connection will be brought to the podium top and be available for users that want to host a videoconference on their laptops. Each camera will also connect to the 32x32 Extron Matrix switcher. This will allow each camera to be viewed on each projection screen. Recursav will work with the Cumberland County to determine what sources need to be accessible when room is in combined mode.

Audio System

The audio system will feature sixteen (16) wireless microphones channels and twelve (12) existing wireless microphones channels that can be separated to use in divisible mode or combined mode. They will provide voice lift to assure everyone in the room can hear a speaker along with being tied into the VTC systems. Sixteen (16) wireless Handheld, sixteen (16) wireless bodypack w/ lavaliers, and sixteen (16) wireless gooseneck microphones will be provided. Sixteen (16) rechargeable batteries and two (2) rackmount charging stations will be installed. A local wall plate input for wired microphones and Line level will be accessible in each of the four divisible spaces. One (1) audio output plate will be installed for future use (i.e. Assisted Listening and/or record out) Recursav will reused the existing wired gooseneck microphone will be installed in each podium. New amplifiers will be put in place to power fifty-four (54) new speakers on six zones and a new digital signal processor will allow the systems audio to be processed and routed properly.

Control System

One (1) QSC touch panel will be located in each of the divisible spaces on the walls by the projection screens and one (1) additional touchpanel will live in the storage room and be able to operate all spaces.

General

Recursav will decommission all existing equipment and cabling that will not be reused in the new design. The existing AV equipment rack will be reused. The rack will house all the switching and routing equipment, controllers, power amps, owner furnished PC, microphone charging stations. Cumberland County will need to provide an electrician to safely disconnect the screens for decommissioning and tie in the new low voltage screen controller for the new installation.

Time Line

Due to the supply chain shortages worldwide, we estimate it will take approximately 6 months to procure the product. We estimate that once product has been received, it will take an additional 6-8 weeks to complete the project.

2.0 – Cost of Services

MANUFACTURER	PART NUMBER	DESCRIPTION	QTY	PRICE	EXT PRICE
Divide Combine Spaces Typical (x1)					
Dalite	84402LS	Tensioned Advantage Series 16:9 65" x 116" or 133" Diagonal	4	\$3,578.42	\$14,313.68
Panasonic	PT-MZ880WU7	WUXGA 8000 4K Lmns LCD Laser Projector - White	4	\$6,818.88	\$27,275.52
Chief	RPMAUW	RPA Elite Universal Projector Mount with Keyed Locking	4	\$218.42	\$873.68
Chief	CMA440	Above Tile Suspended Ceiling Kit	4	\$111.23	\$444.92
Chief	CMS018W	18" Fixed Extension Column	4	\$35.05	\$140.20
Extron	60-1546-01	XTP II CrossPoint 3200 Frame	1	\$14,269.66	\$14,269.66
Extron	70-940-31	XTP CP 4i 4K	2	\$2,853.93	\$5,707.86
Extron	70-1171-01	XTP CP 4i 12G-SDI	3	\$1,943.82	\$5,831.46
Extron	70-1112-01	XTP II CP 4i HD 4K PLUS	1	\$2,073.03	\$2,073.03
Extron	70-1182-01	XTP II CP 4o HD AT 4K PLUS	1	\$1,421.34	\$1,421.34
Extron	70-943-21	XTP CP 4o 4K	1	\$1,685.39	\$1,685.39
Extron	60-1198-01	Three Input XTP Switcher with Integrated XTP Transmitter	4	\$1,162.92	\$4,651.68
Extron	60-1611-13	4K HDMI Transmitter - Decorator-Style Wallplate	4	\$584.26	\$2,337.04
QSC	NC-20x60	20x Optical Zoom Camera	8	\$3,375.16	\$27,001.28
QSC	I/O USB Bridge	Q-SYS PoE bridging endpoint	5	\$1,306.17	\$6,530.85
RDL	D-BNC/D	SDI Input Plate	4	\$21.83	\$87.32
QSC	CORE 510i Kit	Integrated Core with eight I/O card slots DSP	1	\$5,747.19	\$5,747.19
QSC	CIML4	Four channels of microphone / line-level analog audio input	4	\$276.91	\$1,107.64
QSC	COL4	Four channels of balanced, line-level analog output.	1	\$248.69	\$248.69
QSC	CDN64	Q-SYS Dante Bridge Card, 64x64.	1	\$1,358.42	\$1,358.42
QSC	SLDAN-64-P	Q-SYS Software-based Dante 64x64 Channel License, Perpetual	1	\$1,086.74	\$1,086.74
QSC	UND6IO	4x2 Channel Dual Gang US, Dante/AES67 Wall Plate	4	\$689.66	\$2,758.64
QSC	AD-C6T	6.5" Two-way ceiling speaker	54	\$165.10	\$8,915.40
QSC	CX-Q 4K8	8-Channel 500W/CH Q-SYS Network Amplifier	1	\$3,537.13	\$3,537.13
RDL	D-XLR2M	Dual XLR 3-pin Male Jacks on Decora® Wall Plate	4	\$24.70	\$98.80
Shure	ULXD4Q	Quad-Channel Digital Wireless Receiver	4	\$5,075.28	\$20,301.12
Shure	UA844+	Antenna Distribution System	3	\$483.14	\$1,449.42
Shure	UA221	Passive Antenna Splitter	6	\$140.44	\$842.64
Shure	UA8	½ Wave Dipole Antenna	8	\$25.84	\$206.72
Shure	UA505	Antenna Mounting Bracket Kit	8	\$32.58	\$260.64
Shure	UA834	In-Line Antenna Amplifier	8	\$140.44	\$1,123.52
Shure	UA850	Coaxial Cable	6	\$88.76	\$532.56
Shure	UA8100	Coaxial Cable	2	\$216.85	\$433.70
Shure	UA802	Coaxial Cable	6	\$14.60	\$87.60
Shure	UA806	Coaxial Cable	8	\$25.84	\$206.72
Shure	ULXD2/SM58	Digital Handheld Transmitter with SM58 Capsule	16	\$478.65	\$7,658.40
Shure	ULXD8	Wireless Gooseneck Base Transmitter	16	\$434.83	\$6,957.28
Shure	ULXD1	Digital Bodypack Transmitter	16	\$446.06	\$7,136.96
Shure	MX410	10-Inch Modular Gooseneck Microphone	16	\$268.53	\$4,296.48
Shure	WL185	Microflex® Cardioid Lavalier Microphone	16	\$101.12	\$1,617.92
Shure	SB900B	Rechargeable Lithium-Ion Battery	16	\$89.88	\$1,438.08

Audiovisual Solutions and Services Proposal

2022-06-14

Shure	SBRC	Shure Battery Rack Charger	2	\$558.42	\$1,116.84
Shure	SBC-AX	Charging module	8	\$93.25	\$746.00
QSC	SLQUD-510-P	Q-SYS Core 510 UCI Deployment Software License, Perpetual.	1	\$351.10	\$351.10
QSC	SLQSE-510-P	Q-SYS Core 510 Scripting Engine Software License, Perpetual.	1	\$631.14	\$631.14
QSC	TSC-101-G3	Q-SYS 10.1" PoE Touch Screen Controller for In-Wall Mounting	5	\$1,933.14	\$9,665.70
QSC	QIO-S4	Serial Expander	1	\$261.23	\$261.23
QSC	NS26-300+	NS Series Gen 2 Network Switch	1	\$1,875.67	\$1,875.67
QSC	NS10-125+	NS Series Gen 2 Network Switch	1	\$827.59	\$827.59
Middle Atlantic	Custom	Power Supplies, Shelves, Blanks, Bars, Screws	1	\$1,685.39	\$1,685.39
Kramer	C-HM/HM-10	10' High-Speed HDMI Cable	8	\$15.22	\$121.76
Kramer	C-HM/HM-6	6' High-Speed HDMI Cable	1	\$11.07	\$11.07
Kramer	C-MGMA/MGMA-10	10' 3.5mm Stereo Audio Micro VGA Cable	4	\$30.44	\$121.76
Windy City Wire	16-02P-BLK	16 ga Speaker Wire	2000	\$0.23	\$460.00
Windy City Wire	22-02SP-BLK	22 ga Shielded Audio Wire	1000	\$0.10	\$100.00
Windy City Wire	CAT6P	CAT 6 Cable	1000	\$0.26	\$260.00
Windy City Wire	CAT6SP-BLK	CAT 6 Shielded Cable	2000	\$0.60	\$1,200.00
Windy City Wire	RG59HDP-BLK	RG 59/U Plenum	2000	\$0.65	\$1,300.00

PROPOSAL TOTALS

Equipment	1	\$214,788.57
Freight	1	\$5,106.02
Miscellaneous	1	\$3,829.52
Labor	1	\$73,252.91
Programming	1	\$18,000.00
Subtotal	1	\$314,977.02
Tax (Estimated)	1	\$0.00
Total	1	\$314,977.02

Additional 3-Year Warranty Cost: \$45,000.00 (added to project total)

- Recursav will provide business hour support, both remote and onsite.
 - o **Business** hours defined as: Monday – Friday (8am-5pm EST).
 - o **Non-Business** hours defined as: Friday (5pm) – Monday (8am) , Monday – Friday (5pm – 8am), Federal Holidays.
- Recursav will provide immediate automated response to incidents submitted to our support portal:
<https://support.recursav.com> or support@recursav.com
- Recursav will provide tier I remote assistance during business hours (8am – 5pm) within forty-eight (48) hours of incident submittal to our support portal.
- Recursav will provide ad-hoc labor rates for incidents needing immediate (emergency) attention or requiring attention during Non-Business hours.
 - o Emergency incidents are defined as following: Any incident requiring immediate attention sooner than the forty-eight (48) hour tier I remote assistance performance agreement.

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: RECURSAV, LLC

The undersigned hereby certifies that: [check all applicable boxes]

☒ The vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: N/A

☒ The vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

☒ The vendor is current in all amounts due for payments of federal and County taxes and required employment-related contributions and withholdings.

☒ The vendor is not the subject of any current litigation or findings of noncompliance under federal or County law.

☒ The vendor has no findings in any past litigation, or findings of noncompliance under federal or County law that may impact in any way its ability to fulfill the requirements of this Contract.

☒ He or she is authorized to make the foregoing statements on behalf of the vendor.

Note: This is a continuing certification and vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, vendor shall explain the reason in the space below:

RECURSAV IS A PRIVATE COMPANY AND DOES NOT REQUIRE EXTERNAL AUDITED FINANCIALS



Signature

06/14/2022

Date

NATHAN RHOADES

Printed Name

PRESIDENT

Title

[This Certification must be signed by an individual authorized to speak for the vendor]

ATTACHMENT E: MEETING ROOM LAYOUT

MEETING ROOM LAYOUT:

Each room is as follows,

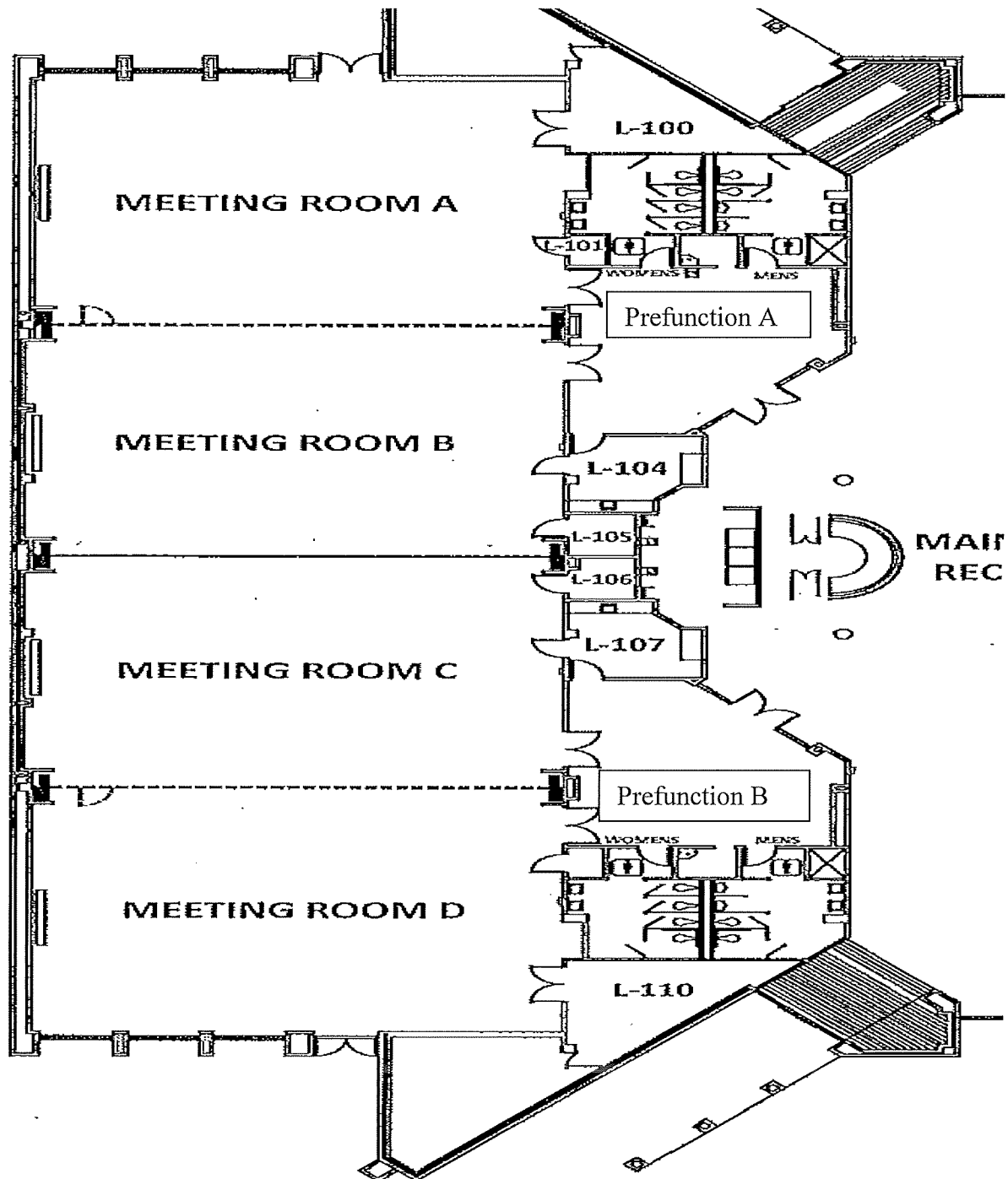
A-41.3' X 50.5'

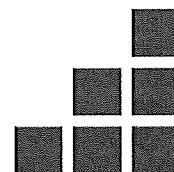
B-38.8' X 50.5'

C-38.9' X 50.5'

D-40.11' X 50.5'

CEILING-12' CENTER, 9.4' ON OVERHANG, OVERHANG IS 4' WIDE





Recursav, LLC – Company Profile

FOR:

BY: RECURSAV, LLC

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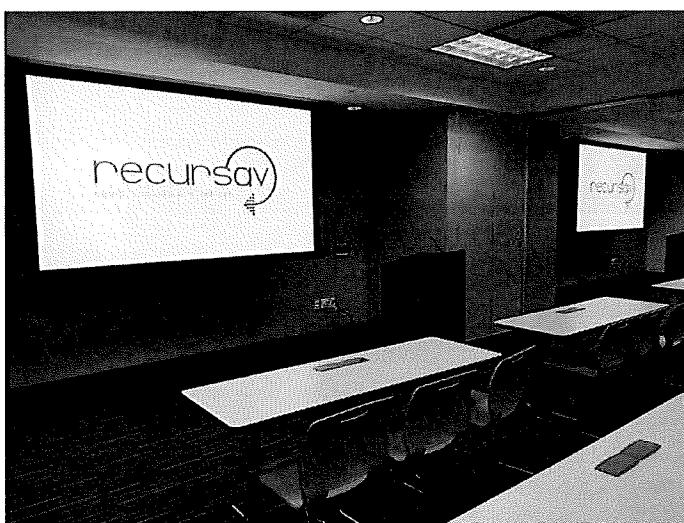


PROJECT PROFILE 1126 - CUMBERLAND COUNTY DIVIDE COMBINE

OVERVIEW

- Video System (Two Panasonic Laser Projectors, AMX 4K Matrix Switching with HDBT Transmitters and Receivers, Two Da-lite 119" Motorized Projection Screens, Wireless Presentation)
- Audio System (Biamp Audio Processing, JBL Ceiling Speakers divide into two zones, AKG Podium Microphones, and AKG Wireless Microphones)
- Rack (Middle Atlantic Head-End Equipment Rack)
- Control System (iPad Control in both Rooms, NX Series Processing, New Programming)
- Lecture Capture System (Extron SMP-351 For Lecture Capture and Streaming)

PHOTOS

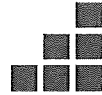


CONTACT:
ROBERT STEWART
RSTEWART@CO.CUMBERLAND.NC.US

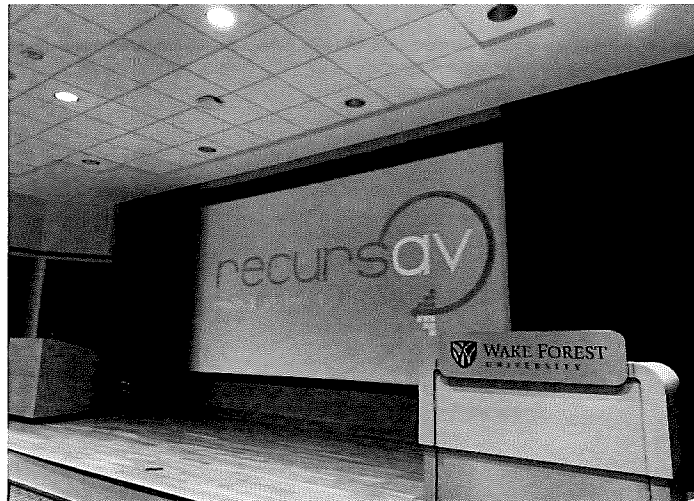
LOCATION:
FAYETTEVILLE, NC

TOTAL COST
\$39,000



**PROJECT PROFILE****1068-8 WFU PUGH AUDITORIUM****OVERVIEW**

- Surround Sound System (Speakers, Amplifiers, Digital Signal Processing and Surround Sound Processing)
- Video System (Large format projector, 4K Matrix Switching with HDBT Transmitters and Receivers, 4K BluRay Players)
- Audio System (Complete Dante System with Dante Audio Console) Input & Output locations same as existing
- Furniture and Racks (ADA Height Adjustable Lectern, Head-End Equipment Rack)
- Control System (iPad Control in Lectern and Booth Room, NX Series Processing, New Programming)
- Lecture Capture System (Extron SMP-351 For Lecture Capture and Streaming)

PHOTOS

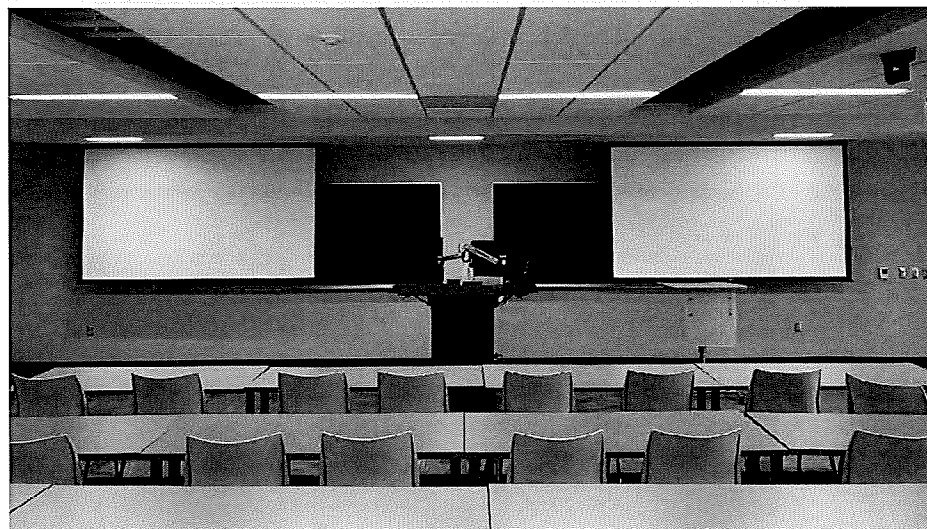
CONTACT:
JASON COLLINS
COLLINS@WFU.EDU

LOCATION:
WINSTON SALEM, NC

TOTAL COST
\$80,000

**PROJECT PROFILE****1226 - APPALACHIAN STATE UNIVERSITY****OVERVIEW**

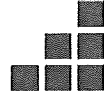
- RECURSAV provided a turnkey audiovisual system for multiple types of rooms (Single Projection Classrooms, Dual Projection Classrooms, Computer Labs, and Collaboration/Interactive Classrooms)
- Video Systems (Sharp Displays, NEC Projectors, Extron DTP Transmitters and Receivers, Extron AV Switchers, Huddlecam VTC Cameras)
- Audio System (Extron Audio Processing, Audix Microphones, Extron Ceiling Speakers)
- Rack (Middle Atlantic Head-End Equipment Racks and Custom Spectrum Furniture Lecterns)
- Control System (Extron TouchLink Pro Touch Panels, Extron IP Link Pro Control Processors, and Algo Intercom Stations)

PHOTOS

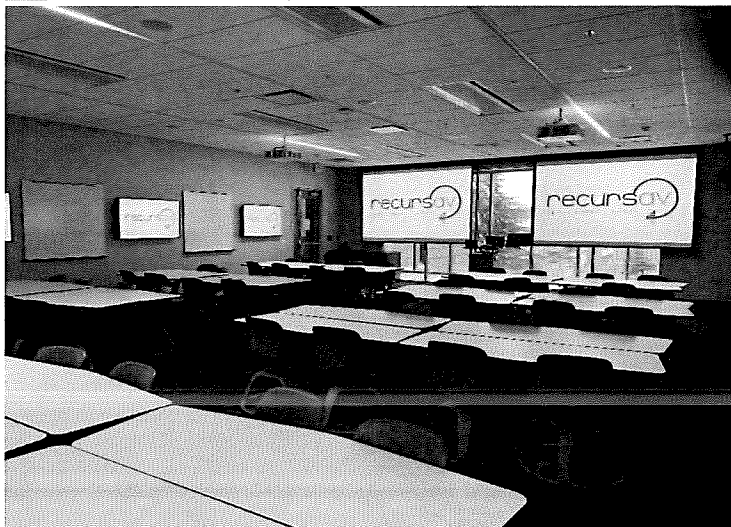
CONTACT:
GARRY POWELL
POWELLGS@APPSTATE.EDU

LOCATION:
BOONE, NC

TOTAL COST
\$570,000

**PROJECT PROFILE****1198 - UNIVERSITY OF NORTH CAROLINA GREENSBORO****OVERVIEW**

- RECURSAV provided a turnkey audiovisual system for multiple types of rooms (Classrooms, Boardrooms, Divide Combine Rooms, Chemistry/Biology Labs, Seminar Rooms, Conference Rooms and a Studio)
- Video Systems (Panasonic Commercial Displays and Projectors, NEC Interactive Projectors, Extron XTP and DTP Transmitters and Receivers, Extron AV Matrix Switchers, Extron Wireless Presentation, Vaddio VTC Cameras)
- Audio System (Biamp Audio Processing, Biamp Beamtracking Microphones, Community Ceiling Speakers, Shure Wireless Microphones, Biamp VoIP/SIP Interfaces)
- Rack (Middle Atlantic Head-End Equipment Racks and Custom Lecterns)
- Control System (Extron TouchLink Pro Touch Panels, Extron IP Link Pro Control Processors, and Extron Intercom Stations)

PHOTOS

CONTACT:
LARRY DARLING
LSDARLIN@UNCG.EDU

LOCATION:
GREENSBORO, NC

TOTAL COST
\$1,700,000

Purposeful Solutions and Services for the Most Demanding Audiovisual Applications

- We equip our clients with best-in-class audiovisual solutions and services.
- We sustain our solutions through comprehensive monitoring and management.
- We refresh our solutions at intervals that work, eliminating the need for costly legacy support.

Audiovisual technology is an ever-changing and daunting necessity for any organization. It requires comprehensive solutions to meet the needs of end-users. Adequately staffing and training individuals to support and oversee this technology is one of the most challenging obstacles facing tech-dependent places of work and learning. Individuals working or learning in these environments desire modern, technology-rich solutions to collaborate in a productive and engaging manner. Even having staff in place, keeping up with technology trends and requirements can be taxing on any technology budget. Organizations require a solutions provider offering simple, standardized and stable packages with flexible, recurring payment options. We fill the void, empowering internal staff with best-in-class solutions and services. We offer turnkey integration oversight handling every aspect of the audiovisual project implementation, from inception to completion. We commission technologies in accordance with strict manufacturer specifications and guidelines, and monitor these solutions 24/7/365. Our primary goal is to support our clients by continuously maximizing return on investment (ROI).

Manufacturer Certifications and Qualifications

Harman Professional

Recursav is a prominent and manufacturer recommended Harman partner. Our team has over 30 years of experience designing, integrating, and commissioning their product. Harman trusts Recursav to handle its most complex design, implementation and programming requirements. Our team has collectively supported the success of some of the most complex AMX audio, video and control integrations in the country.

- **HSM (Harman Solutions Master)**
This comprehensive and extremely difficult to obtain certification is held by only a handful of individuals across the country. Recursav has held and maintained this certification for over four years as well as AMX programming certifications an additional 6 years.

AVIXA/InfoComm

AVIXA is the trade association representing the professional audiovisual and information communications industries worldwide.

- **APEX Certified**
- **CTS-D (Certified Technology Specialist, Design)**
- **CTS, I (Certified Technology Specialist, Installation)**
- **CTS (Certified Technology Specialist)**
- **Project Management for AV**

Biamp

Biamp is an industry leader in audio signal processing, control, telephony integration, microphone and speaker technologies. Their intensive training curriculum and certifications are some of the most difficult to obtain.

- **TesiraSERVER**
- **TesiraFORTE**
- **VoIP**
- **Audia**
- **Vocia**

Extron

Extron is a globally recognized professional audio, video and control hardware manufacturer.

- **EAP (Extron Authorized Programmer, Python)**
- **ECP (Extron Control Professional)**
- **XTP-I (XTP Systems Installer)**
- **XTP-D (XTP Systems Designer)**
- **Network AV Specialist (NAV)**

Crestron

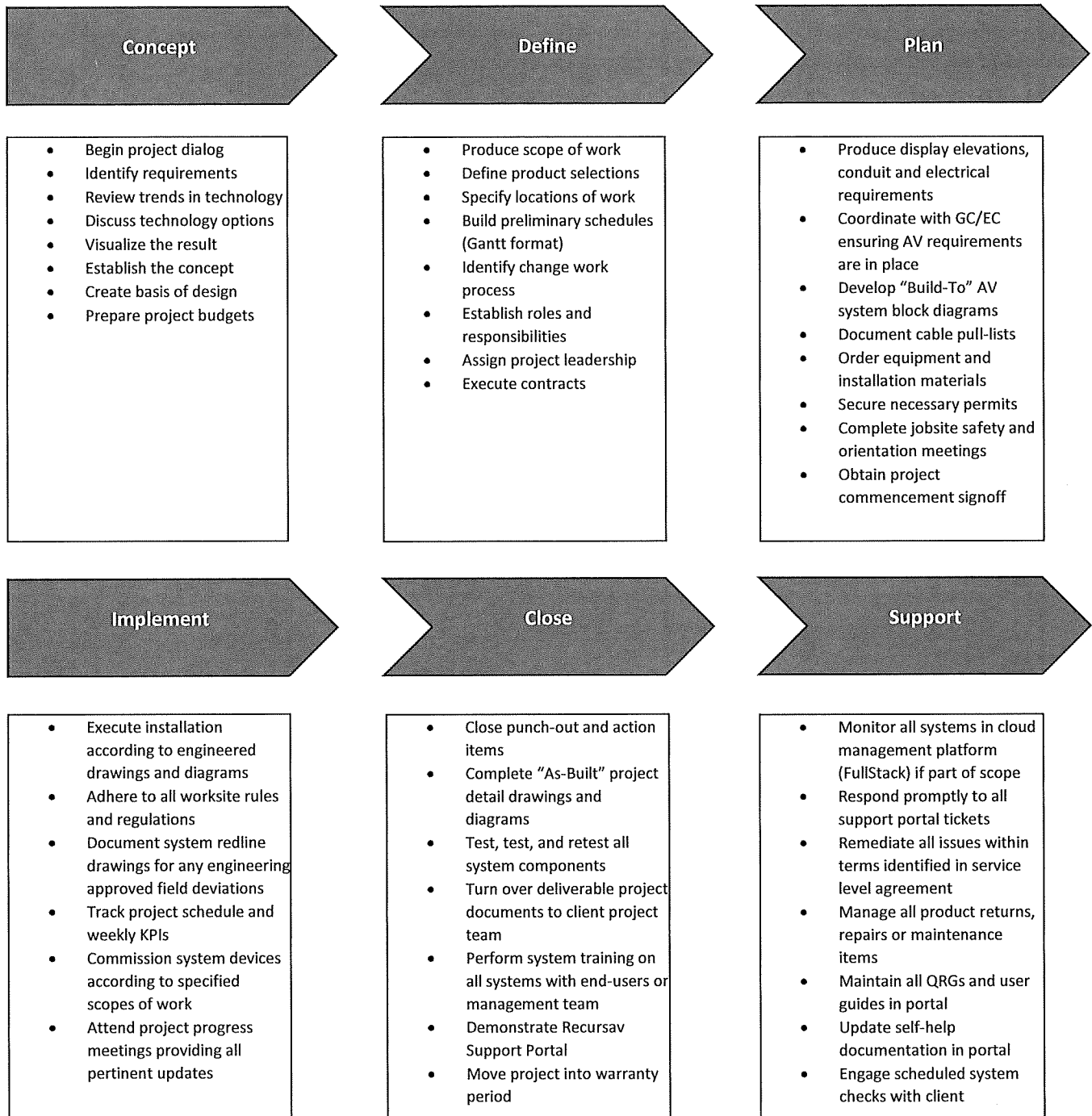
Crestron is a globally recognized professional audio, video and control hardware manufacturer.

- **P101 Programming**
- **P201 Programming**
- **P301 Programming**
- **Masters Technology Architect**
- **DigitalMedia Certified Designer**
- **DigitalMedia Certified Technician**
- **DigitalMedia Networking Certification (NVX)**

Other Certifications

- **Certified Scrum Master via Scrum.org**
- **Certified Scrum Product Owner via Scrum.org**
- **DANTE Level 1-3**
- **OSHA-30**
- **AWP & Forklift**
- **STI FIT Level 1 & 2**
- **And Many More...**

Project Management Process



Services and Support

Recursav prides itself on offering purpose-built solutions and services to our clients. As such, these solutions and service offerings are in a state of constant improvement based on customer feedback. We maintain a current list of our services on our website which outline our unique value proposition to the markets we serve. Updated details can be obtained at www.recursav.com. Below is a list in detail of our current solutions and service offerings:

INTEGRATION

Our approach is simple; effectively communicate with clients, consultants, contractors or architects to intimately understand each layer of the audiovisual project. We expertly execute each step of the implementation from both the office and the field. Recursav follows a proven project workflow process, built upon AVIXA standards to ensure every project's success.

- **Program**
 - Conduct thorough needs analysis
 - Identify end users
 - Establish project budgets
 - Discuss available solutions
 - Develop project program report
- **Design**
 - Identify functional, physical, and system design requirements
 - Verify all additional system components
 - Define operational requirements
- **Construct**
 - Produce fully engineered bill of materials and documentation
 - Install all system hardware, cabling and components
 - Configure all devices per operational requirements
- **Verify**
 - Commission all systems
 - Follow AV systems performance verification standards and process
 - Finalize all project deliverables and perform project turnover
- **Support**
 - We back our installations with a one (1) year warranty on all installation materials and labor. We perform a complete on-site system wellness check at the six-month mark and the last business day of the warranty period.

ENGINEERING & DESIGN

We offer a complete suite of consultation and design services to support your next audiovisual project. Regardless of project size, budget, or complexity, Recursav has the experience, knowledge, and skill-set needed to put your vision on paper. Whether you need your audiovisual requirements prepared for construction drawings, or simply contextualized within a bid package, partnering with us makes certain no detail is missed.

We provide the following engineering and design services:

- Scope of Work Development
- Equipment Performance Specifications
- Functional and Operational Guidelines
- Energy Consumption Analysis
- Electrical Requirements
- Product Submittals
- CAD Drawings
- System Block Diagrams
- User Interface/Experience (UI/UX) Design Specifications

- Control System Programming Expectations and Performance
- Bid Document Compilation

SYSTEM COMMISSIONING

System commissioning is quite possibly the single most important step in an audiovisual integration project. It is the process of optimizing all installed hardware via software configuration and programming. Performed improperly, commissioning can cause the most pervasive and critical failures in a clients' new purchase. When performed by Recursav, clients experience extremely stable and simple to use AV systems. Partnering with us guarantees the following:

- High availability systems both stable and reliable
- Development standards for continuity across all system integrations
- Simple and intuitive interfaces
- Well documented Quick Reference Guides (QRGs)
- Performed by highly certified individuals
- Conformance to client brand identities
- Research data driven UI/UX designs
- Audio tuning using Real-Time Analyzers (RTA)
- Standards based video calibration
- Software versioning library accessibility

MONITORING & MANAGEMENT (additional costs)

Managed services for audiovisual ecosystems are more necessary now than ever before. AV hardware demand for network resources has increased exponentially in the recent years, as has the need for complete visibility of these connected assets. The most commonly reported incidents can be corrected remotely limiting the amount of downtime clients experience. In fact, most incidents can be identified and corrected before the client even notices there's problem. Recursav's monitoring and management services deliver clients the highest level of AV system availability. It has proven to provide reassurance your technology works when it's needed, every time.

fullStack is an always connected cloud-based resource providing clients complete and total insight into their on-premise technology. Audiovisual systems are configured to report directly to our secured cloud environment while strictly adhering to clients' network security policies. Whether a small-medium business with a handful of conference rooms, or enterprise customers with hundreds of huddle rooms, conference rooms, executive boardrooms, and active learning spaces; Our proactive services provide the peace of mind your events will start on time

SUPPORT & STAFFING

When you experience an issue interfacing with your AV technology, you shouldn't have to struggle connecting with someone who can help. Whether you are having issues simply connecting your device to show a presentation, or you are unable to communicate with anyone on the other end of a conference call, we have support agents available to help. Recursav's support staff is intimately familiar with all of our installations and can get you back up and running in no time. If a support agent is unable to resolve your problem remotely, we dispatch a service technician right away to help. Every organization is different, so our support models are custom tailored to fit your needs.

Does your organization require a dedicated onsite AV specialist? Let us help by providing one of our talented team members to your site full or part time! We provide contract staffing and ensure our specialists are trained, certified and cleared on day one.



TECH PROFILE

ADAM GORDON - SALES ENGINEER

OVERVIEW

Adam started his Audio-Visual venture in 1999. With over 20 years of experience he has a vast knowledge base of the AV industry. Beginning as a helper in the field to now designing Audio-Visual systems, his experience has given him a unique perspective to engineering complex comprehensive Audio-Visual systems to the end user as well as the technical staff.

EDUCATION

FORSYTH TECH COMM COLLEGE –WINSTON SALEM, NC – ELECTRONIC ENG. – 2002

CERTIFICATES

- Avixa CTS
- Extron AV Associate
- Biamp Tesira
- Autocad Basic & Productivity I&II Certificate
- SMART Notebook
- SMART Technologies Installation Certified

NOTABLE PROJECTS

SALVATION ARMY HENDERSON, NC \$200K

November 2019

Designed a complex yet comprehensive AV system for their Sanctuary, Exercise Room, Banquet Hall, and Overflow Areas. System consist of Panasonic displays, Danley sound system and Extron control systems.

SALVATION ARMY DENTON, NC \$250K

May 2019

Designed a complex yet comprehensive AV system for their sanctuary and overflow areas. System consist of dual 137" Planar Directview LED video walls, JBL line arrays and Crestron control system. Planar's case study on the project:

<https://www.planar.com/case-studies/project/the-salvation-army-camp-walter-johnson-faith-chapel/>

APPALACHIAN STATE UNIVERSITY BEAVER COLLEGE BUILDING \$1.8M

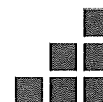
August 2018

Lead estimator for material and labor. Project included multiple types of Classrooms, multiple Video Walls, and Large Lectern Halls. Assisted engineering team with drawings and submittals.

WAKE FOREST UNIVERSITY BUILDING 60 \$1M

December 2016

Lead a team of technicians to install multiple types of Classrooms, multiple Video Walls, Labs, and Study Rooms. Assisted the Field Engineering team with commissioning the AMX control systems.



TECH PROFILE ED SHAVER - DIRECTOR OF INTEGRATION SERVICES

OVERVIEW

Ed's journey in the audiovisual industry began in the residential sector. Working in NYC and Northern NJ on high-end residential AV projects was a great segue into leading large-scale commercial projects. Through his rolls as an AV Technician, Installation Manager, Project Manager, Design Engineer and eventually Director of Integration Services, Ed has a wide range of knowledge and experience spanning the AV spectrum.

EDUCATION

GUILFORD TECH COMM COLLEGE —GREENSBORO, NC — BUSINESS ADM. — 2011

CERTIFICATES

- AVIXA CTS, CTS-I, CTS-D
- Extron EAVA, ECP, ECS, XTP-E, XTP-T
- Biamp TesiraFORTÉ, TesiraLUX
- AutoCAD Basic & Productivity Certificate
- CRESTRON DMC-D, DMC-E, DMC-T, CSD
- AMX HCCP-C, HCCP-D, HCCA-P, SVSI-T, SVSI-D
- PLANAR TVF
- OSHA 30

NOTABLE PROJECTS

UNCG NURSING INSTRUCTIONAL BUILDING GREENSBORO, NC \$1.6M

October 2020

Co-Engineered/ Project Managed Nursing Instructional Building with over 50 AV spaces made up of large-scale active learning spaces with lecture capture, labs, video conference rooms, divide/combine multi-purpose rooms, a high-tech learning studio, interactive medical spaces and seminar rooms.

FORSYTH COUNTY CENTRAL LIBRARY WINSTON-SALEM, NC \$700K

August 2017

Handled Project Management/ Installation Management duties across one of the most high-tech libraries in NC. Project included multiple types of classrooms, a video wall, digital signage, a full surround sound multi-purpose room with lecture capture, maker space, teen center and full building paging system. Commissioned systems and managed quality control of full project

WAKE FOREST UNIVERSITY BUILDING 60 \$1M

December 2016

Lead full AV team for higher education project in Winston-Salem's Innovation Quarter. Room types comprised of multiple types of classrooms, an auditorium, multiple video walls, labs and study rooms. Handled all interactions with general contractors and electrical contractors.



TECH PROFILE

JEFF HUNTER - PROJECT ENGINEER

OVERVIEW

Jeff started his Audio-Visual venture in 2007. With over 10 years of experience he has a vast knowledge base of the AV industry. Beginning as a helper in the field to now programming Audio-Visual systems, his experience has given him a unique perspective to programming complex comprehensive Audio-Visual systems.

EDUCATION

UNIVERSITY OF NORTH CAROLINA CHARLOTTE —CHARLOTTE, NC
BA SOFTWARE AND INFORMATION SYSTEMS — 2009

CERTIFICATES

- Avixa CTS, CTS-I, CTS-D
- Extron AV Associate
- Extron Controller Professional
- Extron XTP-T, XTP-E
- Crestron DMC-T, DMC-S, DMC-D
- Biamp Tesira

NOTABLE PROJECTS

SALVATION ARMY HENDERSON, NC \$200K

November 2019

Programmed and Commission an AV system for their Sanctuary, Exercise Room, Banquet Hall, and Overflow Areas. System consist of Panasonic displays, Danley sound system and Extron control systems.

LENOVO \$100K

October 2019

Programmed and Commissioned a User Experience Testing Divide Combine Lab. System consist of Extron control, Matrix USB Switching, Huddly Cameras, Biamp Microphones and DSPs

APPALACHIAN STATE UNIVERSITY REICH HALL \$100K

June 2019

Programmed and Commissioned a three-way divide combine Classrooms. System consist of Extron control, NEC projectors, Biamp DSPs, and Shure Microphones

APPALACHIAN STATE UNIVERSITY BEAVER COLLEGE BUILDING \$1.8M

August 2018

Programmed and Commissioned multiple types of Classrooms, multiple Video Walls, and Large Lectern Halls. Systems consisted of Extron control, NEC displays, Biamp DSPs, and Polycom



TECH PROFILE

JEFF AMMERAAL - SENIOR TECHNICIAN

OVERVIEW

Jeff's path to the audiovisual world began in the residential sector. Working in NYC and Northern NJ on high-end residential AV projects Jeff obtained a wealth of knowledge on best installation practices. This eventually translated to a move to NC and a transition to the commercial AV world. Jeff's artistic background adds an aesthetic point of view that is unique amongst his peers. His extensive background in climbing and rigging make him an extremely well-rounded asset to Recursav.

EDUCATION

PASSAIC COUNTY TECH –PASSAIC, NJ – ADVERTISING – 1996

CERTIFICATES

- Extron ECP
- OSHA 30
- HILTI POWDER ACTUATED GUN, FIRESTOP
- GENIE LIFT
- CPR/ FIRST AID

NOTABLE PROJECTS

UNCG NURSING INSTRUCTIONAL BUILDING GREENSBORO, NC \$1.6M

October 2020

Lead installation team of up to 10 technicians in Nursing Instructional Building with over 50 AV spaces made up of large-scale active learning spaces with lecture capture, labs, video conference rooms, divide/combine multi-purpose rooms, a high-tech learning studio, interactive medical spaces and seminar rooms.

WAKE FOREST UNIVERSITY REYNOLDS GYMNASIUM \$700K

August 2017

Lead installation team for higher education project in Wake Forest's renovated Reynold's Gym. Room types comprised of varying classrooms including a wet classroom, spin class with virtual training, yoga studio and a cross fit area. A full building sound system with over 10 separate zones for different work out verticals such as cardio, weight training, swimming, basketball and rock climbing were the highlight of the project. Digital signage and conference rooms throughout the building were also added.

CHARLESTON GAILLARD CENTER CHARLESTON, SC \$2M

August 2015

Handled Installation duties across the world-class venue in Charleston, SC. Project included digital signage, full site audio system, multi-purpose rooms and a full audiovisual system for an 1,800-seat performance hall.

Jessica Hullender

From: Nate Rhoades <nrhoades@recursav.com>
Sent: Tuesday, September 13, 2022 1:12 PM
To: Lorena Santos; CumberlandPurchasing
Cc: Sales
Subject: Request for Clarification – RFP 22-29-DSS

CAUTION: This email originated from outside of the County. Do not open attachments, click on links, or reply unless you trust the sender or are expecting it.

Hello,

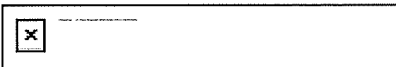
"The clarification required for Recursav, LLC proposal is as follows:

Was training included as part of your proposal cost?"

Our proposal **does** include training as part of our pricing.

Nate Rhoades
CTS-D | ASM | EAP | ECP

p: 336.488.0216
e: nrhoades@recursav.com
w: www.recursav.com





**CUMBERLAND
COUNTY**
NORTH CAROLINA

Formal Bid Award Request (Eff. 6/21/21)

Please Note: This form is required for purchases in the formal bid range and must be completed and signed prior to any final bid award recommendations being submitted to a committee or the Board. Please complete all applicable fields.

Date: 09/07/2022 Department: DSS

Bid Description (If additional space necessary, may attach a separate sheet): AV Project for the DSS conference rooms

Amount of Bid Award (or estimated contract amount): \$359,977.02 (If \$90,000 – \$99,999.99 County Manager approval required only, if \$100,000 or more County Manager and Board approval required.)

Budgeted Amount for Project: \$425,000.00 Original Budget (Y/N): N or Budget Revision #: 230141

Budget Line: Org. 1014365 Object Code: 577050 Project Code: SSE01

Department Bid Award Recommendation (specify the vendor):

Recursav

Justification (ex. lowest bidder) (Please note that if the lowest bidder is not selected a detailed explanation must be provided. If additional space necessary, may attach a separate sheet.):

Recursav is our preferred bid due to their robust experience as stated in the RFP both as a company and their individual team members. In addition, we have worked with Recursav in the past and know their quality of work. Furthermore Recursav provided a bid/quote which aligns with the needs of the County DSS conference rooms.

Has this project (not the bid award, just the actual project or funds for the project) been reviewed by a committee? Yes If so, which committee? DSS Conference Room Steering Committee on what date? 07/01/22 (Please note committee review/approval is not necessarily required for all bids, if a department is not certain if committee review is necessary, they should consult their Assistant County Manager.)

Recommended By: [Signature]
Department Head

Reviewed and Accepted By:

This is within the County Manager's authority to approve range ☐

This is within the BOCC authority to approve range, requesting County Manager approval to send forward to BOCC ☒

Wick Evans Date: 9/21/22
Finance Director (Please see question below)

Should this bid be submitted to the Agenda Session?

Yes ☐ No ☒

Justin Hullender Date: 9/21/22
County Purchasing Manager

Amy Cannon Date: 9/22/2022
County Manager (Please see question below)

Is the County Manager approval contingent upon any committee review/approvals of bid award? If so, please specify the required committee:

FOR PURCHASING ONLY BELOW THIS LINE

SAM CHECKED ☒
DOA CHECKED ☒
IRAN CHECKED ☒



MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 3, 2022

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JESSICA HULLENDER, FINANCE ACCOUNTANT II

DATE: 9/22/2022

**SUBJECT: APPROVAL OF FORMAL BID AWARD FOR THE CONFERENCE
CENTER AV DSS PROJECT FOR INNOVATION AND TECHNOLOGY
SERVICES DEPARTMENT**

BACKGROUND

Funds in the amount of \$425,000.00 have been appropriated in the Department of Social Services fiscal year 2023 budget to purchase a replacement audiovisual system for the conference rooms. The current AV system for the conference rooms is past its useful life, is not compatible with current and future AV technology, does not allow the capability for virtual meeting technology, and has had frequent equipment failures.

A formal bid process was conducted for the purchase, design, and installation of a turnkey 4-meeting room audiovisual system at the Department of Social Services. Three (3) bids were received and a review was conducted on all proposals based on evaluation criteria included in the RFP. Recursav, LLC received the highest score with a proposed cost of \$359,977.02.

RECOMMENDATION / PROPOSED ACTION

Finance and Purchasing staff recommend that the Board of Commissioners award Bid Number 22-29-DSS to Recursav, LLC (\$359,977.02) for the Conference Center AV DSS Project based on best overall value standard of award.

ATTACHMENTS:

Description	Type
Bid Award Request Form	Backup Material
Bid Tab Summary	Backup Material
Bid Evaluation Summary	Backup Material



Cumberland County
Purchasing Department

Bid Tab Summary
RFP# 22-29-DSS CONFERENCE CENTER AV DSS PROJECT
Due Date: June 2, 2022 at 12:00 PM --- REVISED DUE DATE: JUNE 17, 2022 at 12:00 PM

	Vendor Name	Date Received	Time Received	Proposal Sealed	1 Signed, Original Executed Proposal Response	9 Copies	Flash Drive	Attachment B	Attachment C	Attachment D	Total	Comments
1	Recursav, LLC	6/16/22	10:16 AM	✓	✓	✓	✓	✓	✓	✓	\$359,977.02	Responsive
2	One Diversified, LLC	6/17/22	10:30 AM	✓	✓	✓	X	✓	✓	✓	\$359,335.12	Responsive
3	Strategic Connections Inc.	6/17/22	11:20 AM	✓	✓	✓	✓	✓	✓	✓	\$414,143.14	Responsive

Evaluation Sheet RFP #22-29-DSS Conference Center AV DSS Project
Scale of 100

Evaluator	Vendor-Contractor	Evaluation Criteria					Totals
		Qualifications & Relative Experience of Firm	Qualifications & Experience of Staff	Respondents Technical Approach	Respondents Internal Training	Cost Proposal	
DR	Rekursav LLC	25	25	15	5	25	95
	Strategic Connections	20	20	15	10	20	85
	One Diversified LLC	25	5	15	10	25	80
JM	Rekursav LLC	25	25	15	10	25	100
	Strategic Connections	25	25	15	10	20	95
	One Diversified LLC	20	20	15	10	25	90
KT	Rekursav LLC	25	25	15	5	25	95
	Strategic Connections	20	20	10	5	10	65
	One Diversified LLC	20	20	15	10	25	90
TT	Rekursav LLC	25	25	15	5	20	90
	Strategic Connections	20	20	15	10	10	75
	One Diversified LLC	20	5	10	10	25	70
WW	Rekursav LLC	25	25	15	10	25	100
	Strategic Connections	15	20	15	10	5	65
	One Diversified LLC	20	20	15	5	25	85

AVERAGE

Rekursav LLC	96
Strategic Connections	77
One Diversified LLC	83

ACTION AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
COURTHOUSE - ROOM 118
OCTOBER 3, 2022
9:00 AM

INVOCATION - Commissioner Jimmy Keefe

PLEDGE OF ALLEGIANCE -

INTRODUCTION

Introduction of Heather Skeens, Assistant County Manager

**REQUEST TO ADD CLOSED SESSION FOR REAL PROPERTY ACQUISITION
PURSUANT TO NCGS 143.318.11(a)(5)**

1. APPROVAL OF AGENDA

**APPROVED WITH ADDITION OF A CLOSED SESSION FOR REAL PROPERTY
ACQUISITION PURSUANT TO NCGS 143.318.11(a)(5)**

2. PRESENTATIONS

A. Proclamation Recognizing October as Global Diversity Awareness Month in
Cumberland County.

APPROVED

B. Cumberland Clean and Ann Street Scalehouse Ribbon Cutting

3. CONSENT AGENDA

Approved A. Fiscal Year 2022 Audit Planning Letter from Cherry Bekaert LLP

Approved B. Approval of Contract Amendment for Disaster Debris Monitoring With Tetra
Tech, Inc.

Approved C. Approval of Formal Bid Award and Contract Approval for Disaster Debris
Collection Services Stand-By Contract

- Approved** D. Approval of Declaration of Surplus County Property, Budget Ordinance Amendment #B230878 and Authorization to Accept Insurance Settlement
- Approved** E. Approval of Formal Bid Award for the Conference Center AV DSS Project for Innovation and Technology Services Department
- Approved** F. Acceptance of Offer to Purchase Surplus Property Located at 116 Rainbow Court, Spring Lake
- Approved** G. Acceptance of Offer to Purchase Surplus Property Located at 625 Chapel Hill Road, Spring Lake
- Approved** H. Acceptance of Offer to Purchase Surplus Property Located at 1716 Stanberry Court, Fayetteville
- Approved** I. Approval of Sale of Surplus Real Property Located at 521 Martin Road, Fayetteville
- Approved** J. Approval of Sale of Surplus Real Property Located at 6341 Rutherglen Drive, Fayetteville
- Approved** K. Approval of Budget Ordinance Amendments for the October 3, 2022 Board of Commissioners' Agenda

4. ITEMS OF BUSINESS **There are no Items of Business for this Meeting**

5. NOMINATIONS

A. Human Relations Commission (1 Vacancy)

NOMINEE(S):
CAMARON WILLIAMS

6. APPOINTMENTS

A. Mid-Carolina Workforce Development Board (4 Vacancies)

APPOINTEES:
NAYNESH MEHTA

**KEVIN BROOKS
DENVER HOPKINS
JIMMY KEEFE**

- B. Human Relations Commission (1 Vacancy)

**APPOINTEE:
CLAUDIA ZAMORA**

- C. Mid-Carolina Aging Advisory Council (1 Vacancy)

**APPOINTEE:
KATHARINE MARABLE**

- D. Board of Adjustment (1 Vacancy)

**APPOINTEE:
MARVA LUCAS-MOORE**

- E. Fayetteville Technical Community College Board of Trustees (1 Vacancy)

**APPOINTEE:
DAVID WILLIFORD**

7. CLOSED SESSION

- A. REAL PROPERTY ACQUISITION PURSUANT TO NCGS 143.318.11(a)(5)

- B. Attorney-Client Matter(s) Pursuant to NCGS 143.318.11(a)(3)

ADJOURN



OFFICE OF THE COUNTY MANAGER

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 1, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CLARENCE GRIER, COUNTY MANAGER

DATE: 4/26/2023

SUBJECT: CONSIDERATION OF APPROVAL OF PROPERTY TAX COLLECTION AGREEMENTS WITH THE TOWN OF EASTOVER AND THE TOWN OF GODWIN

BACKGROUND

As the County Attorney explained recently, it is important that the county renew its property tax collection agreements with its municipalities. Currently, Cumberland County collects taxes for all municipalities within its borders.

The following towns have approved the property tax collection agreement drafted by the County Attorney:

Eastover
Godwin

County staff anticipates that additional agreements will be forthcoming. They will be placed on the agenda as they are received.

RECOMMENDATION / PROPOSED ACTION

Move to approve the property tax collection agreements with the Town of Eastover and the Town of Godwin.

ATTACHMENTS:

Description	Type
Eastover Agreement	Backup Material
Godwin Agreement	Backup Material

**INTERLOCAL COOPERATION AGREEMENT FOR THE COLLECTION OF TAXES
BETWEEN CUMBERLAND COUNTY AND THE TOWN OF EASTOVER**

Approved by the Cumberland County Board of Commissioners _____

Approved by the Governing Board of the Town of Eastover March 14, 2023

This contract is made and entered into May 1, 2023, between Cumberland County, a political subdivision of the State of North Carolina, hereinafter referred to as the "County" and the Town of Eastover, a North Carolina municipal corporation, hereinafter referred to as the "City."

WITNESSETH:

WHEREAS, the governing bodies of the County and the Town have found and determined that it is in the public benefit and interest to provide for the collection by the County of real and personal property taxes levied by the Town as well as certain special assessments assessed by the City, gross receipts taxes on vehicle and equipment rentals and leases, fees authorized to be collected with property taxes, and motor vehicle license fees levied by the City; and

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, Part 1, provide that units of local government may enter into agreements in order to execute an undertaking providing for the contractual exercise by one unit of any power, function or right, including the collection of taxes, of another unit; and

WHEREAS, the governing bodies of the County and Town have ratified this agreement by resolutions being recorded in their respective minutes.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and the mutual benefits to result therefrom, the parties agree as follows:

1. DEFINITIONS:

- A. Consolidated Tax Bill: A tax bill for both the County and the Town prepared by the County in those situations where both County and Town Revenues are due, i.e. where property lies both within the County and the City.
- B. Non-Consolidated Tax Bill: A tax bill for either the County only or the Town only prepared by the County in those situations where only County or only Town Revenues are due, i.e., where property lies within the County and outside the City, or within the Town and outside of the County, or where property is annexed into the Town at any time other than at the beginning of the fiscal year.

- C. Revenues: Any current or delinquent property taxes, gross receipts taxes on vehicle rentals and heavy equipment rentals, dog, license, privilege, and franchise taxes which are charged by the governing body of the County or the Town including interest, penalties or costs; any current or delinquent fees such as stormwater and solid waste fees authorized to be collected with property taxes; and any special assessments due to the Town or County on property being foreclosed on as a part of a tax foreclosure action and which are collectable by the Tax Administrator within the scope of this agreement.
 - D. Tax Collector: The person appointed by the Board of Commissioners of Cumberland County pursuant to N.C.G.S. §105-349, or its successor statute, by whatever title given, and currently known as the Cumberland County Tax Administrator. For all purposes of this agreement, the Town confirms that the Tax Administrator as appointed hereunder shall be deemed to have also been appointed by the Town as its Tax Collector pursuant to N.C.G.S. §105-349.
 - E. Tax Levy: The amount of County or Town property taxes due for the then current fiscal year as determined by the Tax Administrator. That number is generally determined as the product of the County's and the City's tax rate multiplied by the total assessed value of all property listed in the County or the Town respectively.
- 2. PURPOSE: The purpose of this agreement is to establish the undertakings, as provided in N.C.G.S. Chapter 160A, Article 20, Part 1, whereby the Tax Administrator collects for the County and the Town all current and delinquent Revenues, as defined in Section 1.C of this agreement.
 - 3. METHODS AND PROCEDURES: The methods and procedures which shall be followed by the County, the City, and the Tax Administrator to implement this undertaking shall be as follows:
 - A. The Tax Administrator shall perform, on behalf of the City, those duties specified in N.C.G.S. §105-350, and for all Revenues, shall perform those duties prescribed by the Town Charter with respect to the assessment, levy and collection of taxes, and any other duties specified herein.
 - B. The County shall provide the Tax Administrator with such assistants and employees as are necessary for the Tax Administrator to accomplish his or her duties to collect the Revenues as set forth herein.
 - C. The governing body of the County shall cause to be performed all actions pertaining to or ancillary to the collection of Revenues for the City, required by N.C.G.S. Chapter 105, including but not limited to the following:

1. Preparation of tax scrolls and tax books or a combined record as required by N.C.G.S. §105-319;
 2. Adoption of the Order to Collect Taxes as required by N.C.G.S. § 105-321;
 3. Review of listings and evaluations as required by N.C.G.S. Chapter 105, Subchapter II, Article 21;
 4. Listing, appraising and assessing of property as required by N.C.G.S., Chapter 105, Subchapter II, Article 22;
 5. Delivery of tax receipts to the Tax Administrator as required by N.C.G.S., § 105-352;
 6. Execution of settlements as required by N.C.G.S., §105-373.
- D. The Tax Administrator shall follow the tax collection and settlement procedures set forth in N.C.G.S. Chapter 105, Subchapter II (the Machinery Act) and the administrative and accounting practices of Cumberland County, except that the following special procedures shall apply to the extent that they are not inconsistent with said General Statutes:
1. The Tax Administrator, county manager, and town manager or administrator may agree from time to time in writing as to how the Revenues collected for the Town under this agreement shall be remitted to the Town and about such other administrative matters as shall be necessary to effectuate this agreement. That understanding may be amended in writing from time to time as technological advancements are made. The County shall be responsible for the safeguarding of all Revenues collected on behalf of the Town until such time as said Revenues are remitted to and received by the Town.
 2. Records maintained by the Tax Administrator shall show separately the amount collected on behalf of each taxing unit and such records shall be available for inspection at any time to the City, either in written or digital form, as may be available .
 3. The Tax Administrator shall prepare and mail one Consolidated Tax Bill per parcel for each parcel on which both County and Town taxes are owed, detailing all County and Town taxes, and fees authorized to be collected with property taxes, due. In the event of a partial payment on such a Consolidated Tax Bill, where the taxpayer has not specifically designated how payment is to be applied, the amount of such payment shall first be applied in satisfaction of the taxes owed with the amount to be applied pro rata to each taxing unit's share of

the principal amount of the taxes which were the basis of said collection, then pro rata to each taxing unit's share of the principal amount of the fees which were the basis of said collection, then pro rata to any special assessments to be collected under this agreement. Any remaining monies shall then be applied to the motor vehicle license fees levied by the City, if any. The Tax Administrator shall prepare and mail one Non-Consolidated Tax Bill per parcel for each parcel on which either the County only or the Town only taxes are owed.

4. COLLECTIONS: The Tax Administrator shall collect Revenues due the Town in the same manner as the Tax Administrator collects revenues due the County. The Tax Administrator shall report delinquent Revenues due the Town in the same manner as the Tax Administrator reports delinquent revenues due the County.
 - A. Where both County and Town Revenues are delinquent, any action, including but not limited to a foreclosure action, to collect such Revenues shall be brought in the names of both taxing units.
 - B. Where special assessments are due the Town on property which is the subject of a tax foreclosure action by the County, the Tax Administrator shall collect these special assessments as part of the tax foreclosure proceeding, regardless of whether the taxes due are paid subsequent to the institution of the tax foreclosure proceeding. This shall be the only circumstance in which the Tax Administrator shall have the duty to collect special assessments owing to the City.
 - C. The County's governing board has determined that if the County becomes the purchaser of any property at a foreclosure sale, the County shall pay only that part of the purchase price that would not be distributed to it and other taxing units on account of taxes, penalties, interest, and such costs as accrued prior to the initiation of the foreclosure action under G.S. 105-374 or docketing of a judgment under G.S. 105-375, and thereafter hold and dispose of the property in accordance with the further provisions of G.S. 105-376(b). Any costs incurred by the County using its own employees or a contractor to maintain and safeguard any property acquired the County at foreclosure shall be allocated to the costs to be first recouped by the County upon sale of the property. The County shall provide an accounting to the Town for such costs.
5. APPORTIONMENT: Penalties and interest collected, proceeds recovered from tax foreclosures and sales pursuant thereto, and discounts, settlements, or compromises allowed shall be apportioned between the County and the Town pro rata in proportion to each taxing unit's share of the principal amount which was the basis of said collections, recoveries, or allowances.

6. REPORTS: The Tax Administrator shall make an annual written report and a monthly written report to both governing bodies, which shall include:
 - A. Current property tax collections on behalf of each taxing unit, stated in dollars and as a percentage of the levies;
 - B. Delinquent property tax collections on behalf of taxing unit, stated in dollars and as a percentage of the outstanding levies;
 - C. Collections of County and Town Revenues other than property taxes by type, stated in dollars and as a percentage of the budget projections;
 - D. Significant policy changes and recommendations pertaining to the Office of the Tax Administrator; and
 - E. Significant operational changes and recommendations pertaining to the Office of the Tax Administrator.
7. DURATION: This agreement shall take effect July 1, 2023, and shall apply to all collections made by the Tax Administrator after that date and shall remain in place until terminated by either party in accordance with the termination provision stated herein.
8. FINANCES: The County shall retain a collection fee as a percentage of the amount of the actual Revenue collected for each tax year as follows:
 - A. For collections made by the date taxes become delinquent for a tax year (January 5), the fee shall be a sum equal to three-quarters of a percent (0.75%) of the actual Revenue collected for the Town as consideration for this agreement.
 - B. For collections made after the date taxes become delinquent for a tax year (January 5), the fee shall be a sum equal to one and three-quarters of a percent (1.75%) of the actual Revenue collected for the Town as consideration for this agreement
9. APPOINTMENTS: The Tax Administrator shall be appointed by the Cumberland County Board of Commissioners for a term not to exceed four (4) years.
 - A. The appointment of the Tax Administrator shall be made by the governing body of the County in accordance with the provisions of N.C.G.S. § 105-349. The appointment, approval, and acknowledgment thereof will be entered into the minutes of the appropriate proceedings of the governing body of the County.
 - B. Appointments of all assistants, consultants, attorneys or employees provided by the County to implement this undertaking shall be made by the appropriate County officials and shall not be subject to the approval of the City. Such

appointees shall be employees, agents, consultants or contractors, as the case may be, of the County and not of the City.

10. GENERAL PROVISIONS:

- A. The participation of the Office of the Tax Administrator in this undertaking, except as otherwise provided by law or this agreement, shall be under the supervision of the Board of Commissioners of Cumberland County and the county manager, which officials shall have exclusive authority as provided by law to regulate and control the administration of said office. Any problems experienced by the Town with regard to this undertaking shall be communicated to the county manager to be resolved as the county manager deems appropriate.
- B. A bond shall be given by the Tax Administrator, in his official capacity pursuant to N.C.G.S. § 105-349(c) in an amount set by the board of commissioners. Bonds shall also be given by such of said Tax Administrator's assistants and clerks as may be designated by the board of commissioners. Such bonds shall be subject to the approval of the board of commissioners for the County's and City's protection and the County shall pay the premiums required therefore. The County shall provide legal defense to the Tax Administrator to the same extent it does its employees under its applicable policies.
- C. The governing body of the Town may, at its own expense, provide for an audit of the records relating to taxes owed the Town and collected on its behalf by the Tax Administrator in addition to any audit required by law. The Tax Administrator shall cooperate in any audit provided by the Town pursuant to this subsection.
- D. Tax settlements shall be made annually by the Tax Administrator to the Board of Commissioners pursuant to N.C.G.S. § 105-373, before tax records are delivered to him for the subsequent tax year. Copies of all tax settlement reports of the Tax Administrator shall be provided to the governing body of the Town.
- E. TERMINATION: This agreement may be terminated by either party with at least six (6) months' prior written notice delivered to the other party's manager, administrator, or clerk; provided, however, termination shall be effective only at the end of a fiscal year.
- F. This agreement shall be recorded in the Office of the Clerk of both parties.
- G. Amendments to this agreement shall be effective only when reduced to writing and duly executed by the parties.

H. With respect to all Revenues collected by the County under the terms of this agreement, the County shall have sole and absolute authority upon compliance with and subject to applicable law:

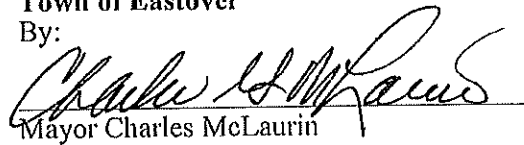
1. To set discount schedules after consultation with the town manager or administrator;
2. To determine the status and taxability of all property;
3. To prescribe the minimum amount or percentage of tax liability that may be accepted as a partial payment;
4. To designate the method or methods of collection to be employed, whether by garnishment, levy, foreclosure, or such other remedy or remedies, against any taxpayer, his or her real or personal property, as may be provided by law;
5. To employ such professional services, (legal, accounting, etc.) as may be required for the efficient collection of Revenues; and
6. To make any and all elections, decisions and determinations available to County or Town under the Machinery Act (as now in existence or hereafter amended) with respect to the listing, appraisal, assessment of property, refunds and releases, and collection of taxes, except for establishment of City's tax rate, which shall remain City's sole responsibility.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed on the date indicated by their proper officials.

Town of Eastover

By:


Mayor Charles McLaurin

Date: 3-14-2023

ATTEST:


Elizabeth Bass, Town Clerk



Cumberland County

By:

Toni Stewart, Chair
Board of Commissioners

Date: _____

ATTEST:

By:

Andrea Tebbe, Clerk to the Board

THIS INSTRUMENT HAS BEEN PRE-AUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL CONTROL
ACT.

Vicki Evans, Finance Director

Draft by R. Moorefield, 2-9-23

APPROVED FOR LEGAL SUFFICIENCY

Rickey L. Moorefield, County Attorney

**INTERLOCAL COOPERATION AGREEMENT FOR THE COLLECTION OF TAXES
BETWEEN CUMBERLAND COUNTY AND THE TOWN OF GODWIN**

Approved by the Cumberland County Board of Commissioners

March 20, 2023
Approved by the Governing Board of the Town of Godwin Mayor Willie Burnette and
Mayor Pro Tem Joseph Smith and Commissioners Ronald McNeill, George Cooper Jr.,
This contract is made and entered into *May 1*, 2023, between *Scarlet Hall,*
Cumberland County, a political subdivision of the State of North Carolina, hereinafter referred to
as the "County" and the Town of Godwin, a North Carolina municipal corporation, hereinafter
referred to as the "City."

WITNESSETH:

WHEREAS, the governing bodies of the County and the Town have found and determined that it is in the public benefit and interest to provide for the collection by the County of real and personal property taxes levied by the Town as well as certain special assessments assessed by the City, gross receipts taxes on vehicle and equipment rentals and leases, fees authorized to be collected with property taxes, and motor vehicle license fees levied by the City; and

WHEREAS, the North Carolina General Statutes in Chapter 160A, Article 20, Part 1, provide that units of local government may enter into agreements in order to execute an undertaking providing for the contractual exercise by one unit of any power, function or right, including the collection of taxes, of another unit; and

WHEREAS, the governing bodies of the County and Town have ratified this agreement by resolutions being recorded in their respective minutes.

NOW THEREFORE, for and in consideration of the mutual covenants contained herein and the mutual benefits to result therefrom, the parties agree as follows:

1. DEFINITIONS:

- A. Consolidated Tax Bill: A tax bill for both the County and the Town prepared by the County in those situations where both County and Town Revenues are due, i.e. where property lies both within the County and the City.
- B. Non-Consolidated Tax Bill: A tax bill for either the County only or the Town only prepared by the County in those situations where only County or only Town Revenues are due, i.e., where property lies within the County and outside the City, or within the Town and outside of the County, or where property is annexed into the Town at any time other than at the beginning of the fiscal year.

- C. Revenues: Any current or delinquent property taxes, gross receipts taxes on vehicle rentals and heavy equipment rentals, dog, license, privilege, and franchise taxes which are charged by the governing body of the County or the Town including interest, penalties or costs; any current or delinquent fees such as stormwater and solid waste fees authorized to be collected with property taxes; and any special assessments due to the Town or County on property being foreclosed on as a part of a tax foreclosure action and which are collectable by the Tax Administrator within the scope of this agreement.
 - D. Tax Collector: The person appointed by the Board of Commissioners of Cumberland County pursuant to N.C.G.S. §105-349, or its successor statute, by whatever title given, and currently known as the Cumberland County Tax Administrator. For all purposes of this agreement, the Town confirms that the Tax Administrator as appointed hereunder shall be deemed to have also been appointed by the Town as its Tax Collector pursuant to N.C.G.S. §105-349.
 - E. Tax Levy: The amount of County or Town property taxes due for the then current fiscal year as determined by the Tax Administrator. That number is generally determined as the product of the County's and the City's tax rate multiplied by the total assessed value of all property listed in the County or the Town respectively.
- 2. PURPOSE: The purpose of this agreement is to establish the undertakings, as provided in N.C.G.S. Chapter 160A, Article 20, Part 1, whereby the Tax Administrator collects for the County and the Town all current and delinquent Revenues, as defined in Section 1.C of this agreement.
 - 3. METHODS AND PROCEDURES: The methods and procedures which shall be followed by the County, the City, and the Tax Administrator to implement this undertaking shall be as follows:
 - A. The Tax Administrator shall perform, on behalf of the City, those duties specified in N.C.G.S. §105-350, and for all Revenues, shall perform those duties prescribed by the Town Charter with respect to the assessment, levy and collection of taxes, and any other duties specified herein.
 - B. The County shall provide the Tax Administrator with such assistants and employees as are necessary for the Tax Administrator to accomplish his or her duties to collect the Revenues as set forth herein.
 - C. The governing body of the County shall cause to be performed all actions pertaining to or ancillary to the collection of Revenues for the City, required by N.C.G.S. Chapter 105, including but not limited to the following:

1. Preparation of tax scrolls and tax books or a combined record as required by N.C.G.S. §105-319;
 2. Adoption of the Order to Collect Taxes as required by N.C.G.S. § 105-321;
 3. Review of listings and evaluations as required by N.C.G.S. Chapter 105, Subchapter II, Article 21;
 4. Listing, appraising and assessing of property as required by N.C.G.S., Chapter 105, Subchapter II, Article 22;
 5. Delivery of tax receipts to the Tax Administrator as required by N.C.G.S., § 105-352;
 6. Execution of settlements as required by N.C.G.S., §105-373.
- D. The Tax Administrator shall follow the tax collection and settlement procedures set forth in N.C.G.S. Chapter 105, Subchapter II (the Machinery Act) and the administrative and accounting practices of Cumberland County, except that the following special procedures shall apply to the extent that they are not inconsistent with said General Statutes:
1. The Tax Administrator, county manager, and town manager or administrator may agree from time to time in writing as to how the Revenues collected for the Town under this agreement shall be remitted to the Town and about such other administrative matters as shall be necessary to effectuate this agreement. That understanding may be amended in writing from time to time as technological advancements are made. The County shall be responsible for the safeguarding of all Revenues collected on behalf of the Town until such time as said Revenues are remitted to and received by the Town.
 2. Records maintained by the Tax Administrator shall show separately the amount collected on behalf of each taxing unit and such records shall be available for inspection at any time to the City, either in written or digital form, as may be available.
 3. The Tax Administrator shall prepare and mail one Consolidated Tax Bill per parcel for each parcel on which both County and Town taxes are owed, detailing all County and Town taxes, and fees authorized to be collected with property taxes, due. In the event of a partial payment on such a Consolidated Tax Bill, where the taxpayer has not specifically designated how payment is to be applied, the amount of such payment shall first be applied in satisfaction of the taxes owed with the amount to be applied pro rata to each taxing unit's share of

the principal amount of the taxes which were the basis of said collection, then pro rata to each taxing unit's share of the principal amount of the fees which were the basis of said collection, then pro rata to any special assessments to be collected under this agreement. Any remaining monies shall then be applied to the motor vehicle license fees levied by the City, if any. The Tax Administrator shall prepare and mail one Non-Consolidated Tax Bill per parcel for each parcel on which either the County only or the Town only taxes are owed.

4. **COLLECTIONS:** The Tax Administrator shall collect Revenues due the Town in the same manner as the Tax Administrator collects revenues due the County. The Tax Administrator shall report delinquent Revenues due the Town in the same manner as the Tax Administrator reports delinquent revenues due the County.
 - A. Where both County and Town Revenues are delinquent, any action, including but not limited to a foreclosure action, to collect such Revenues shall be brought in the names of both taxing units.
 - B. Where special assessments are due the Town on property which is the subject of a tax foreclosure action by the County, the Tax Administrator shall collect these special assessments as part of the tax foreclosure proceeding, regardless of whether the taxes due are paid subsequent to the institution of the tax foreclosure proceeding. This shall be the only circumstance in which the Tax Administrator shall have the duty to collect special assessments owing to the City.
 - C. The County's governing board has determined that if the County becomes the purchaser of any property at a foreclosure sale, the County shall pay only that part of the purchase price that would not be distributed to it and other taxing units on account of taxes, penalties, interest, and such costs as accrued prior to the initiation of the foreclosure action under G.S. 105-374 or docketing of a judgment under G.S. 105-375, and thereafter hold and dispose of the property in accordance with the further provisions of G.S. 105-376(b). Any costs incurred by the County using its own employees or a contractor to maintain and safeguard any property acquired the County at foreclosure shall be allocated to the costs to be first recouped by the County upon sale of the property. The County shall provide an accounting to the Town for such costs.
5. **APPORTIONMENT:** Penalties and interest collected, proceeds recovered from tax foreclosures and sales pursuant thereto, and discounts, settlements, or compromises allowed shall be apportioned between the County and the Town pro rata in proportion to each taxing unit's share of the principal amount which was the basis of said collections, recoveries, or allowances.

6. **REPORTS:** The Tax Administrator shall make an annual written report and a monthly written report to both governing bodies, which shall include:
- A. Current property tax collections on behalf of each taxing unit, stated in dollars and as a percentage of the levies;
 - B. Delinquent property tax collections on behalf of taxing unit, stated in dollars and as a percentage of the outstanding levies;
 - C. Collections of County and Town Revenues other than property taxes by type, stated in dollars and as a percentage of the budget projections;
 - D. Significant policy changes and recommendations pertaining to the Office of the Tax Administrator; and
 - E. Significant operational changes and recommendations pertaining to the Office of the Tax Administrator.
7. **DURATION:** This agreement shall take effect July 1, 2023, and shall apply to all collections made by the Tax Administrator after that date and shall remain in place until terminated by either party in accordance with the termination provision stated herein.
8. **FINANCES:** The County shall retain a collection fee as a percentage of the amount of the actual Revenue collected for each tax year as follows:
- A. For collections made by the date taxes become delinquent for a tax year (January 5), the fee shall be a sum equal to three-quarters of a percent (0.75%) of the actual Revenue collected for the Town as consideration for this agreement.
 - B. For collections made after the date taxes become delinquent for a tax year (January 5), the fee shall be a sum equal to one and three-quarters of a percent (1.75%) of the actual Revenue collected for the Town as consideration for this agreement.
9. **APPOINTMENTS:** The Tax Administrator shall be appointed by the Cumberland County Board of Commissioners for a term not to exceed four (4) years.
- A. The appointment of the Tax Administrator shall be made by the governing body of the County in accordance with the provisions of N.C.G.S. § 105-349. The appointment, approval, and acknowledgment thereof will be entered into the minutes of the appropriate proceedings of the governing body of the County.
 - B. Appointments of all assistants, consultants, attorneys or employees provided by the County to implement this undertaking shall be made by the appropriate County officials and shall not be subject to the approval of the City. Such

appointees shall be employees, agents, consultants or contractors, as the case may be, of the County and not of the City.

10. GENERAL PROVISIONS:

- A. The participation of the Office of the Tax Administrator in this undertaking, except as otherwise provided by law or this agreement, shall be under the supervision of the Board of Commissioners of Cumberland County and the county manager, which officials shall have exclusive authority as provided by law to regulate and control the administration of said office. Any problems experienced by the Town with regard to this undertaking shall be communicated to the county manager to be resolved as the county manager deems appropriate.
- B. A bond shall be given by the Tax Administrator, in his official capacity pursuant to N.C.G.S. § 105-349(c) in an amount set by the board of commissioners. Bonds shall also be given by such of said Tax Administrator's assistants and clerks as may be designated by the board of commissioners. Such bonds shall be subject to the approval of the board of commissioners for the County's and City's protection and the County shall pay the premiums required therefore. The County shall provide legal defense to the Tax Administrator to the same extent it does its employees under its applicable policies.
- C. The governing body of the Town may, at its own expense, provide for an audit of the records relating to taxes owed the Town and collected on its behalf by the Tax Administrator in addition to any audit required by law. The Tax Administrator shall cooperate in any audit provided by the Town pursuant to this subsection.
- D. Tax settlements shall be made annually by the Tax Administrator to the Board of Commissioners pursuant to N.C.G.S. § 105-373, before tax records are delivered to him for the subsequent tax year. Copies of all tax settlement reports of the Tax Administrator shall be provided to the governing body of the Town.
- E. TERMINATION: This agreement may be terminated by either party with at least six (6) months' prior written notice delivered to the other party's manager, administrator, or clerk; provided, however, termination shall be effective only at the end of a fiscal year.
- F. This agreement shall be recorded in the Office of the Clerk of both parties.
- G. Amendments to this agreement shall be effective only when reduced to writing and duly executed by the parties.

H. With respect to all Revenues collected by the County under the terms of this agreement, the County shall have sole and absolute authority upon compliance with and subject to applicable law:

1. To set discount schedules after consultation with the town manager or administrator;
2. To determine the status and taxability of all property;
3. To prescribe the minimum amount or percentage of tax liability that may be accepted as a partial payment;
4. To designate the method or methods of collection to be employed, whether by garnishment, levy, foreclosure, or such other remedy or remedies, against any taxpayer, his or her real or personal property, as may be provided by law;
5. To employ such professional services, (legal, accounting, etc.) as may be required for the efficient collection of Revenues; and
6. To make any and all elections, decisions and determinations available to County or Town under the Machinery Act (as now in existence or hereafter amended) with respect to the listing, appraisal, assessment of property, refunds and releases, and collection of taxes, except for establishment of City's tax rate, which shall remain City's sole responsibility.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed on the date indicated by their proper officials.

Town of Godwin

By:


Mayor Willie Burnette

Date: 3/20/23

ATTEST:


Jackie Cooper-Kelley, Town Clerk

Cumberland County

By:

Toni Stewart, Chair
Board of Commissioners

Date: _____

ATTEST:

By:

Andrea Tebbe, Clerk to the Board

THIS INSTRUMENT HAS BEEN PRE-AUDITED
IN THE MANNER REQUIRED BY THE LOCAL
GOVERNMENT BUDGET AND FISCAL CONTROL
ACT.

Vicki Evans, Finance Director

Draft by R. Moorefield, 2-9-23

APPROVED FOR LEGAL SUFFICIENCY

Rickey L. Moorefield, County Attorney



EMERGENCY SERVICES DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 1, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: GENE BOOTH, EMERGENCY SERVICES DIRECTOR

DATE: 4/18/2023

**SUBJECT: APPROVAL OF PROCLAMATION DESIGNATING THE WEEK OF
APRIL 30-MAY 6, 2023 AS HURRICANE PREPAREDNESS WEEK IN
CUMBERLAND COUNTY**

BACKGROUND

Cumberland County Emergency Services recognizes that in North Carolina, we are susceptible to many types of weather conditions. Cumberland County Emergency Services shares in the desire to provide safety information to Cumberland County residents as it aligns with the Emergency Services mission to create a more resilient community.

RECOMMENDATION / PROPOSED ACTION

Cumberland County Emergency Services respectfully request the approval of the 2023 Hurricane Preparedness Week Proclamation beginning April 30th through May 6th.

ATTACHMENTS:

Description

HURRICANE PREPAREDNESS WEEK 2023

Type

Proclamation

COUNTY OF CUMBERLAND

NORTH CAROLINA

Proclamation

*Hurricane Preparedness Week
April 30- May 6, 2023*

WHEREAS, hurricanes and tropical systems have impacted every North Carolina county with disastrous results; and

WHEREAS, North Carolina is repeatedly one of the leading states nationally for overall damage from hurricanes; and

WHEREAS, hurricanes and tropical storms can cause life-threatening hazards such as flooding, storm surge, destructive winds, tornadoes and landslides; and

WHEREAS, flooding claims lives every year, usually when motorists attempt to drive through flooded roadways, and

WHEREAS, insurance companies suggest residents review and update their homeowners or renters insurance policy to ensure it includes coverage for flooding, accidental damage and natural disasters; and

WHEREAS, people are less likely to be injured when they have prepared ahead of time and know what to do when a hurricane threatens; and

WHEREAS, people should prepare their personal emergency supply kit to use at home or during an evacuation with enough food and water to sustain the members of their household for three days or longer, and should know their evacuation routes and comply with local and state authorities when asked to evacuate; and

WHEREAS, the ReadyNC.gov website is available to help people make emergency preparedness plans and provide current weather and traffic conditions; and

WHEREAS, the National Weather Service, local and state government officials all work together before and during a hurricane or tropical storm to reduce the dangers posed to lives and property and provide a quick, effective response to these storms; and

WHEREAS, the observance of Hurricane Preparedness Week by Cumberland County residents provides better protection from the dangers of hurricanes and tropical storms;

*NOW, THEREFORE, We, the Cumberland County Board of Commissioners, hereby proclaim April 30- May 6, 2023, as “**Hurricane Preparedness Week**” in Cumberland County, and call upon our residents to plan and prepare by assembling their personal emergency supply kits and updating their emergency plans.*

Adopted this 1st day of May 2023.

*Dr. Toni Stewart, Chairwoman
Cumberland County Board of Commissioners*



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 1, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 5/1/2023

**SUBJECT: APPROVAL OF PROCLAMATION DESIGNATING MAY 12-19, 2023 AS
"CUMBERLAND COUNTY LAW ENFORCEMENT OFFICERS WEEK"
AND MAY 11, 2023 AS "PEACE OFFICERS MEMORIAL DAY" IN
CUMBERLAND COUNTY**

BACKGROUND

The Cumberland County Sheriff's Office requested consideration of a proclamation designating May 12-19, 2023 as "Cumberland County Law Enforcement Officers Week" and May 11, 2023 as "Peace Officers Memorial Day" in Cumberland County.

RECOMMENDATION / PROPOSED ACTION

The Board of Commissioners is requested to consider approval of the proclamation.

ATTACHMENTS:

Description	Type
Proclamation for Cumberland County Law Enforcement Officers Week and Peace Officers Memorial Day	Backup Material

COUNTY OF CUMBERLAND

NORTH CAROLINA

roclamation

WHEREAS, Cumberland County recognizes the heroism of all law enforcement officers who have died in the line of duty – giving their lives to protect and serve the citizens of our county; and

WHEREAS, the Cumberland County Sheriff's Office has lost thirteen officers in the line of duty; and

WHEREAS, a permanent memorial has been designated and erected in memory of all those fallen officers and placed in the ground of the Cumberland County Courthouse and Law Enforcement Center.

NOW, THEREFORE, BE IT RESOLVED, that the Cumberland County Board of Commissioners hereby proclaims:

May 12-19, 2023

“CUMBERLAND COUNTY LAW ENFORCEMENT OFFICERS WEEK”

and

May 11, 2023

“PEACE OFFICERS MEMORIAL DAY”

BE IT FURTHER RESOLVED, that the Cumberland County Board of Commissioners encourages all citizens of Cumberland County to recognize the contributions of those who serve their community in potentially dangerous circumstances and the ultimate sacrifice by those who have given their lives protecting and serving this County.

Presented this 1ST day of May 2023

*Dr. Toni Stewart, Chairwoman
Cumberland County Board of Commissioners*



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 1, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 5/1/2023

**SUBJECT: APPROVAL OF PROPOSED ADDITIONS TO THE STATE'S
SECONDARY ROAD SYSTEM**

BACKGROUND

The North Carolina Department of Transportation has received a petition requesting that the following streets be placed on the State's Secondary Road System. NCDOT has investigated the streets and their findings are that the below listed streets are eligible for addition to the State's Secondary Road System. (See attachment.)

- Pleasantburg Drive
- Cornhill Road
- Cinder Lane
- Whitestone Drive
- Lyman Drive
- Croft Court

RECOMMENDATION / PROPOSED ACTION

Based on NCDOT's recommendation that the above-named streets be placed on the State's Secondary Road System, the action being requested is for approval.

ATTACHMENTS:

Description

NCDOT Recommendation Letter

NC DOT Photo

Type

Backup Material

Backup Material



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER

J. Eric Boyette

GOVERNOR

SECRETARY

April 18, 2023

Mr. Glenn Adams
Chairman
Cumberland County Board of Commissioners
Post Office Box 1829
Fayetteville, North Carolina 28302

Subject: Secondary Road Addition


To Whom It May Concern:

This is in reference to a petition submitted to this office requesting street(s) in Cumberland County be placed on the State's Secondary Road System. Please be advised that these street(s) have been investigated and our findings are that the below listed street(s) are eligible for addition to the State System.

- Pleasantburg Dr
- Cornhill Rd
- Cinder Ln
- Whitestone Dr
- Lyman Dr
- Croft Ct

It is our recommendation that the above-named street(s) be placed on the State's Secondary Road System. If you and your Board concur with our recommendation, please submit a resolution to this office.

Sincerely,

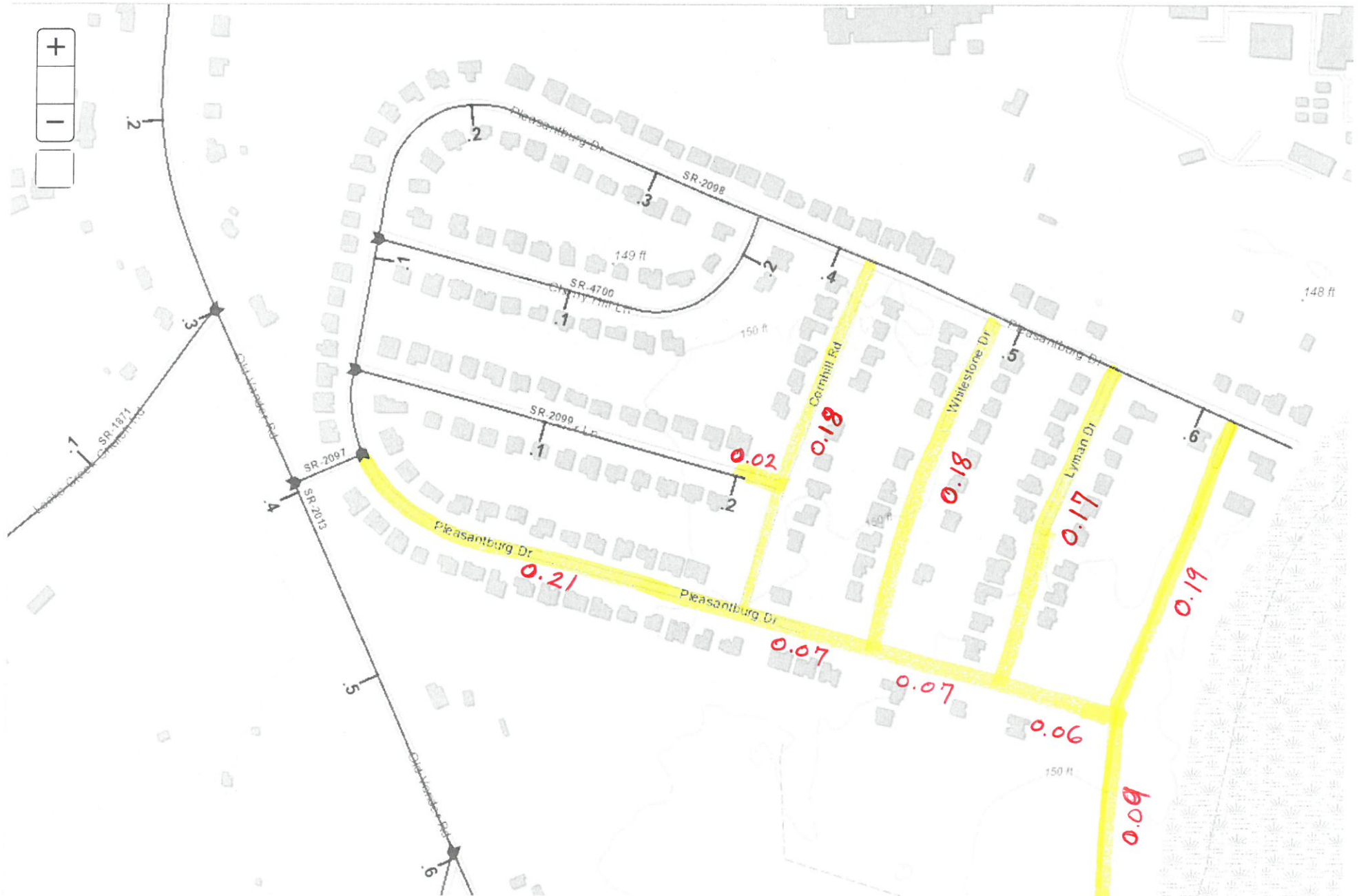
DocuSigned by:

E64693771D55486...

Christopher Jones
Engineering Technician III

Home ▾ NCDOT Distance Hatches & Structures Map

Details

Basemap





CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 1, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 5/1/2023

**SUBJECT: APPROVAL OF PROPOSED ADDITIONS TO THE STATE'S
SECONDARY ROAD SYSTEM**

BACKGROUND

The North Carolina Department of Transportation has received a petition requesting that the following streets be placed on the State's Secondary Road System. NCDOT has investigated the streets and their findings are that the below listed streets are eligible for addition to the State's Secondary Road System. (See attachment.)

- High Branch Court
- Rocking Horse Court

RECOMMENDATION / PROPOSED ACTION

Based on NCDOT's recommendation that the above-named streets be placed on the State's Secondary Road System, the action being requested is for approval.

ATTACHMENTS:

Description	Type
NCDOT Recommendation Letter	Backup Material
NCDOT Photo	Backup Material



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER

J. Eric Boyette

GOVERNOR

SECRETARY

April 17, 2023

Mr. Glenn Adams
Chairman
Cumberland County Board of Commissioners
Post Office Box 1829
Fayetteville, North Carolina 28302

Subject: Secondary Road Addition

To Whom It May Concern:

This is in reference to a petition submitted to this office requesting street(s) in Cumberland County be placed on the State's Secondary Road System. Please be advised that these street(s) have been investigated and our findings are that the below listed street(s) are eligible for addition to the State System.

- High Branch Ct
- Rocking Horse Ct

It is our recommendation that the above-named street(s) be placed on the State's Secondary Road System. If you and your Board concur with our recommendation, please submit a resolution to this office.

Sincerely,

DocuSigned by:

A handwritten signature in blue ink that reads "Christopher R. Jones".

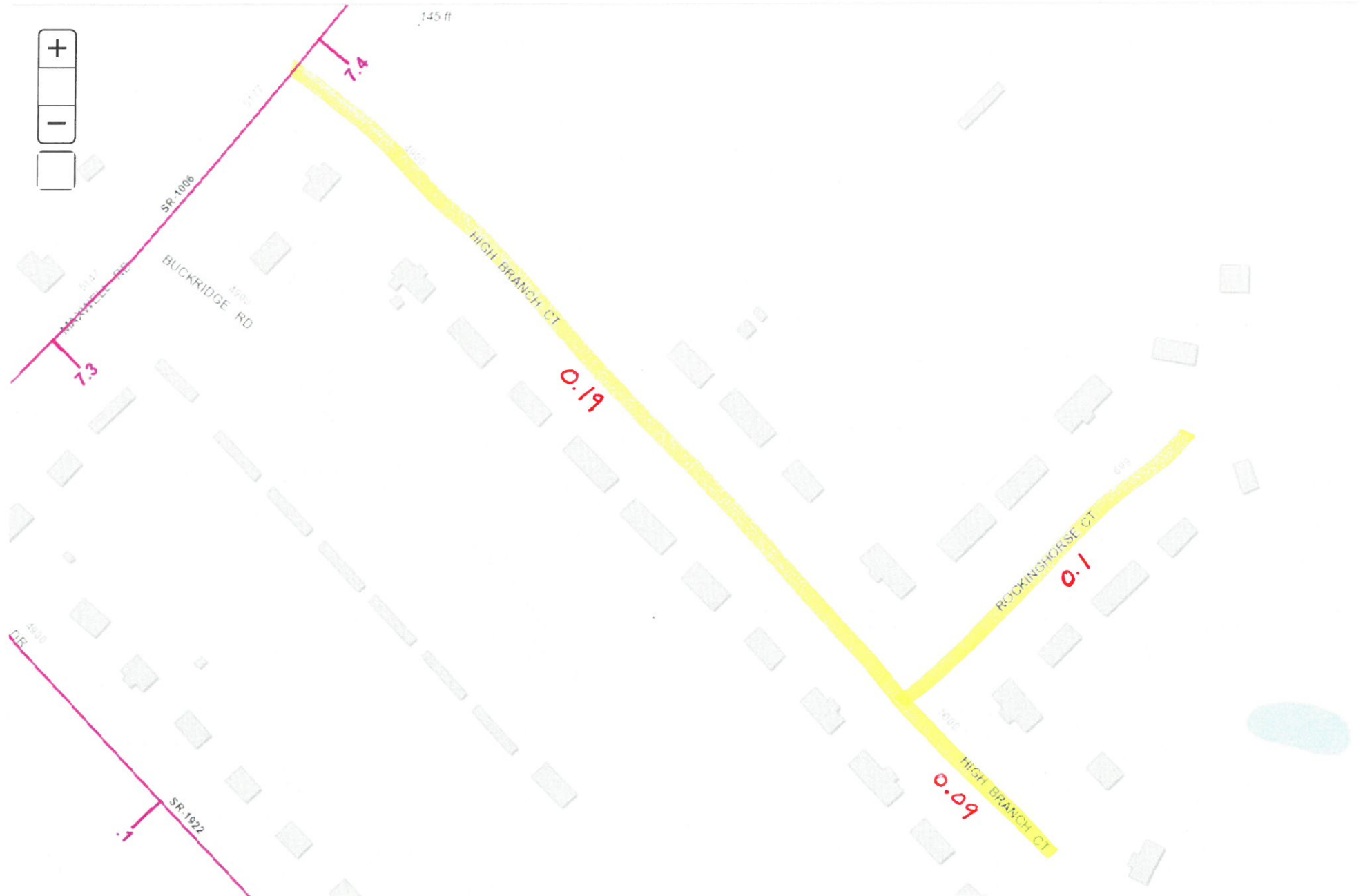
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Christopher Jones
Engineering Technician III

Home ▾ NCDOT Distance Hatches & Structures Map

Details

Basemap





CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 1, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 5/1/2023

**SUBJECT: APPROVAL OF PROPOSED ADDITIONS TO THE STATE'S
SECONDARY ROAD SYSTEM**

BACKGROUND

The North Carolina Department of Transportation has received a petition requesting that the following street be placed on the State's Secondary Road System. NCDOT has investigated the streets and their findings are that the below street is eligible for addition to the State's Secondary Road System. (See attachment)

- **Shiloah Church Road**

RECOMMENDATION / PROPOSED ACTION

Based on NCDOT's recommendation that the above-named street be placed on the State's Secondary Road System, the action being requested is for approval.

ATTACHMENTS:

Description	Type
NCDOT Recommendation Letter	Backup Material
Shiloah Church Rd Photo	Backup Material



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER

J. Eric Boyette

GOVERNOR

SECRETARY

April 14, 2023

Mr. Glenn Adams
Chairman
Cumberland County Board of Commissioners
Post Office Box 1829
Fayetteville, North Carolina 28302

Subject: Secondary Road Addition

To Whom It May Concern:

This is in reference to a petition submitted to this office requesting street(s) in Cumberland County be placed on the State's Secondary Road System. Please be advised that these street(s) have been investigated and our findings are that the below listed street(s) are eligible for addition to the State System.

- Shiloah Church Road

It is our recommendation that the above-named street(s) be placed on the State's Secondary Road System. If you and your Board concur in our recommendation, please submit a resolution to this office.

Sincerely,

DocuSigned by:

A handwritten signature in black ink that reads "Christopher A. Jones".

E64693771D55486...

Christopher Jones
Engineering Technician III

Home ▾ NCDOT Distance Hatches & Structures Map

Details

Basemap





OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 1, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 4/25/2023

**SUBJECT: APPROVAL OF SALE OF SURPLUS REAL PROPERTY LOCATED AT 724
NORTH STREET, FAYETTEVILLE**

BACKGROUND

On March 20, 2023, the board adopted a resolution of its intent to accept the offer of David Nepstad, Jr., to purchase the property with PIN 0437-78-2317, being Lots 3 & 4, Alexander McArthur Property, Block D, Plat Book 8 at Page 3, located at 724 North Street, Fayetteville, for \$13,700 and directed that it be advertised and sold pursuant to the upset bid process of G.S. § 160A-269. The parcel is zoned MR5 with a tax value of \$3,375.00. Based on the County GIS Parcel View System and the tax records, there is no structure on the lot.

Notice of the proposed sale, subject to the upset bid process required by G.S. § 160A-269, was advertised in the *Fayetteville Observer* on March 24, 2023. The proof of publication is attached. More than 10 days have elapsed since the notice was published. No upset bid was received.

RECOMMENDATION / PROPOSED ACTION

County attorney recommends the board accept this offer and authorize the chair or the county manager to execute a deed for the property upon the county's receipt of the balance of the purchase price.

ATTACHMENTS:

Description

724 North St-POP

Type

Backup Material

LOCALiQ

StarNews | The Dispatch | Times-News
Sun Journal | The Daily News | The Star
The Free Press | Gaston Gazette
The Fayetteville Observer

PO Box 631245 Cincinnati, OH 45263-1245

PROOF OF PUBLICATION

Myra Brooks
County Attorney's Office/Legal Dept.
Cumb Co Attorney's, Myra Brooks
Po Box 1829

Fayetteville NC 28302-1829

STATE OF NORTH CAROLINA, COUNTY OF CUMBERLAND

The Fayetteville Observer, a newspaper distributed in the county of Cumberland, published in the City of Fayetteville, County of Cumberland, State of North Carolina printed and published and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issues dated on:

03/24/2023

and that the fees charged are legal. The Fayetteville Observer was a newspaper meeting all the requirements and qualifications prescribed by Sec. No. 1-597 G.S. of N.C.
Sworn to and subscribed before on 03/24/2023

Legal Clerk

Notary, State of WI, County of Brown

My commission expires

Publication Cost: \$137.34

Order No: 8602825

Customer No: 744407

PO #:

of Copies:

1

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

CUMBERLAND COUNTY BOARD OF COMMISSIONERS NOTICE OF INTENT TO ACCEPT AN OFFER TO PURCHASE CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S. § 160A-269

Take notice that the board of commissioners finds the real property with PIN 0437-78-2317, being Lots 3 & 4 Alexander McArthur Property, Block D, Plat Book 8, page 3, located at 724 North Street, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$13,700. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the clerk. This procedure shall be repeated until no further qualifying upset bids are received. The board of commissioners may at any time reject any offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302
March 24, 2023
Andrea Tebbe, Clerk
3/24/23 8602825

MARIAH VERHAGEN
Notary Public
State of Wisconsin



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 1, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 4/25/2023

**SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY
LOCATED AT 2308 SLATER AVENUE, FAYETTEVILLE**

BACKGROUND

The county and City of Fayetteville acquired the real property with PIN 0428-86-5835, being .22 Acre, Bertha Butler Land, located at 2308 Slater Avenue, Fayetteville, at a tax foreclosure sale in 2016 for a purchase price of \$6,731.74. The property is zoned MR5 with a tax value of \$6,500.00. Based on the GIS Mapping and the tax records, there is no structure on the land. The city conveyed its interest in the property to the county on April 18, 2023, by a quitclaim deed recorded in Book 11715 at Page 1. Michael Nepstad, Jr., has made an offer to purchase the property for \$6,731.74. If the board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

RECOMMENDATION / PROPOSED ACTION

The county attorney recommends the board consider the offer of Michael Nepstad, Jr. If the board proposes to accept the offer, resolve that the described real property is not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269.

**CUMBERLAND COUNTY BOARD OF COMMISSIONERS
NOTICE OF INTENT TO ACCEPT AN OFFER TO PURCHASE
CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S. § 160A-269**

Take notice that the board of commissioners finds the real property with PIN 0428-86-5835, being .22 Acre, Bertha Butler Land, located at 2308 Slater Avenue, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$6,731.74. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with the clerk. This procedure shall be

repeated until no further qualifying upset bids are received. The board of commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

May ____, 2023 Andrea Tebbe, Clerk to the Board



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 1, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 4/25/2023

**SUBJECT: ACCEPTANCE OF OFFER TO PURCHASE SURPLUS PROPERTY
LOCATED AT 1266 COLEY DRIVE, FAYETTEVILLE**

BACKGROUND

The county and City of Fayetteville acquired the real property with PIN 0438-01-8658, being Lots 12 & 13, College Heights, Block G, Plat Book 7 at Page 96, located at 1266 Coley Drive, Fayetteville, at a tax foreclosure sale in 2007 for a purchase price of \$7,874.46. The property is zoned MR5 with a tax value of \$5,000.00. Based on the GIS Mapping and the tax records, there is no structure on the property. The city conveyed its interest in the property to the county on April 18, 2023, by a quitclaim deed recorded in Book 11715 at Page 1. Synthia McNair has made an offer to purchase the property for \$7,874.46. If the board proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process of G. S. § 160A-269. The proposed advertisement is included in the recommendation below.

RECOMMENDATION / PROPOSED ACTION

The county attorney recommends the board consider the offer of Synthia McNair. If the board proposes to accept the offer, resolve that the described real property is not needed for governmental purposes and direct that it be advertised and sold pursuant to the upset bid process of G. S. § 160A-269.

**CUMBERLAND COUNTY BOARD OF COMMISSIONERS
NOTICE OF INTENT TO ACCEPT AN OFFER TO PURCHASE
CERTAIN REAL PROPERTY PURSUANT TO N.C.G.S. § 160A-269**

Take notice that the board of commissioners finds the real property with PIN 0438-01-8658, being Lots 12 & 13, College Heights, Block G, Plat Book 7 at Page 96, located at 1266 Coley Drive, Fayetteville, is not needed for governmental purposes and proposes to accept an offer to purchase the property for \$7,874.46. Within 10 days of this notice any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder by making a five percent (5%) deposit of the bid with

the clerk. This procedure shall be repeated until no further qualifying upset bids are received. The board of commissioners may at any time reject any and all offers. Further details may be obtained from the Office of the County Attorney, Suite 551-Courthouse, Fayetteville, NC 28302.

May ____, 2023 Andrea Tebbe, Clerk to the Board



BUDGET DIVISION

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 1, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CLARENCE GRIER, COUNTY MANAGER

DATE: 4/25/2023

SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENT FOR THE MAY 1, 2023 BOARD OF COMMISSIONERS' AGENDA

BACKGROUND

General Litigation Fund 806/General Fund 101

1) General Litigation Fund/General Fund – Budget Ordinance Amendment B230001 to appropriate general fund balance for outside attorney fees in the amount of \$35,000.

The Board is requested to approve Budget Ordinance Amendment B230001 to appropriate general fund balance for outside attorney fees in the amount of \$35,000 and to transfer this amount to General Litigation Fund. This estimated amount is based on the cost of outside legal consultation through June 30, 2023.

Please note this amendment requires appropriation of general fund balance.

Contingency Funds Report – Capital Investment Fund 107

The County Manager approved the following use of contingency funds totaling \$19,161.

- \$19,161 was used for the purchase of computer software to facilitate the end of the CUREMD project.

RECOMMENDATION / PROPOSED ACTION

Approve Budget Ordinance Amendment



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 1, 2023

TO: BOARD OF COUNTY COMMISSIONERS

**FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND
INFRASTRUCTURE**

DATE: 4/24/2023

**SUBJECT: CONSIDERATION OF AWARD FOR CUMBERLAND COUNTY
HEADQUARTERS LIBRARY COOLING TOWER REPLACEMENT**

BACKGROUND

Formal bids were solicited for the Cumberland County Headquarters Library Cooling Tower on March 3, 2023, with the bid period closing on March 23, 2023. The County received four responses. The lowest proposed bid was submitted by Smith's Refrigeration, Incorporated. Smith's proposal was responsive, met all specifications and includes a proposed cost of \$206,715.00.

This project was approved as a FY23 Capital Investment Project and has appropriate funding to complete the project.

RECOMMENDATION / PROPOSED ACTION

Staff recommends the following:

1. Approval of bid award to Smith's Refrigeration, Incorporated, based on the best overall value standard of award.
2. Allow the Chairwoman to execute the contract once it completes Finance audit and legal sufficiency.

ATTACHMENTS:

Description	Type
Project Bid Tab	Backup Material
Bid Recommendation	Backup Material
Smith's Refrigeration, Inc. Bid Submission	Backup Material

Cumberland County Library – Cooling Tower Replacement

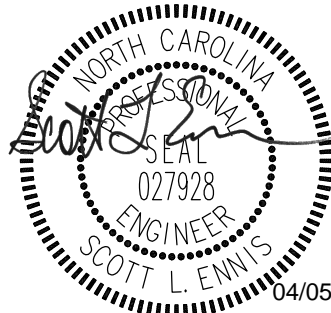


Bid Opening Tuesday, April 4, 2023, the stroke of 1:30 p.m.
TWC No. 2877-J

Contractor	License #	Addendum #1, #2, #3	Clarification #1	Bid Bond	MBE Documents	E-Verify / Iran Statement	Base Bid (\$)	Alternate (\$)	Remarks
Dail Mechanical	7422	X	X	X	X	X	\$192,000	\$95,000	
Ivey Mechanical		X	X	X	X	X	\$280,700	\$237,800	
Smith's Refrigeration	14759	X	X	X	X	X	\$163,400	\$43,315	
Superior Mechanical	18629	X	X	X	X	X	\$134,000	Non-Compliant Bid	1

This is to certify that the bids tabulated herein were opened and read by the Owner, and observed by the Contractors, at the stroke of **1:30 p.m.** on the **4th** day of **April 2023** at the **Office of Cumberland County Engineering Department, in the City of Fayetteville, NC, 130 Gillespie Street, Suite 214 Fayetteville, NC, 28301.**

Scott L. Ennis, PE
The Wooten Company



Remarks:

- Owner requires the written words and the written numbers match, and they do not.
- N/A
- N/A

April 10, 2023

Jeremy Stefanko
Cumberland County Engineering
130 Gillespie Street
Fayetteville, NC 28301

**Re: Cumberland County Library
Cooling Tower Replacement
Bid Opening Conference**

Dear Mr. Stefanko:

Enclosed for your review is the certified bid tabulation and low base bid contractor recommendation for the above referenced project.

The low single prime base bid for the Cooling Tower Replacement Project at The Cumberland County Library and associated electrical, mechanical, and controls work required in the Construction Documents:

**Smith's Refrigeration, Inc.
170 Flair Fold Drive (SR 1637)
Lumberton, NC 28360
910-739-7970**

Base Bid.....	\$163,400.00
Alternate #1 (Add).....	+\$43,315.00
Total.....	\$206,715.00

The Wooten Company recommends awarding the contract to the apparent low bidder, Smith's Refrigeration Inc., to include Base Bid and to include Alternate #1 for Owner preferred equipment.

Sincerely,



Scott L. Ennis, P.E.
THE WOOTEN COMPANY

BID/ACCEPTANCE FORM

for

CUMBERLAND COUNTY LIBRARY COOLING TOWER REPLACEMENT

The project includes removing the Library Cooling Tower and replacing it.

We are in receipt of

Addendum 1 3/3/23 *was* Addendum 2 3/16/23 *was* Addendum 3 3/23/23 *was*
Addendum 4 _____ Addendum 5 _____ Clarification 1 *was*

The undersigned, as bidder, proposes and agrees if this bid is accepted to contract with Cumberland County ~~Wilson County Schools~~ for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of the Owner for the sum of:

BASE BID: One hundred Sixty Three Thousand Four hundred Dollars \$ 163,400.00

ALTERNATE #1 BID (ADD / ~~DEDUCT~~) Forty Three Thousand Three Hundred Fifteen Dollars \$ +43,315.00

General Contractor: Smith's Refrigeration, Inc. License: 14759

Electrical Subcontractor: KH Electrical LLC License: 19808-U

Respectively submitted this 4th day of April 2023

Smith's Refrigeration, Inc.

(Contractor's Name)

Federal ID# 56-0887462

By: 

William B. Smith, Jr.

Witness: _____

Title: President

(Owner, partner, corp. Pres. Or Vice President)

Address: P.O. Box 1468, Lumberton, NC 28359

(Proprietorship or Partnership)

Attest: (corporation)

Email Address: willransom@smithsrefrigeration.com

(Corporate Seal)

By: 

Edward M. Smith

License #: 14759

Title: Corp. Secretary / Treasurer

(Corporation, Secretary / Ass't Secretary)

The Wooten Company
2877-J

March 31, 2023
Cooling Tower Replacement
Clarification 01

Cumberland County Library

ACCEPTED by CUMBERLAND COUNTY

Total amount of accepted by the owner, included base bid and bid alternates: _____

BY: _____ TITLE: _____

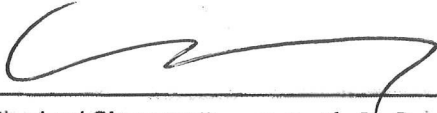
E-VERIFY & IRAN STATEMENT CUMBERLAND COUNTY

Contract #: _____

Iran Divestment Act Certification. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

Company Name: Smith's Refrigeration, Inc.



Date 4/04/23

Authorized Signer William B. Smith, Jr., President

End of Section 00 50 00.01

CC Library Cooling Tower Replacement

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

County of Robeson

(Name of Bidder)

Affidavit of Smith's Refrigeration, Inc.

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.

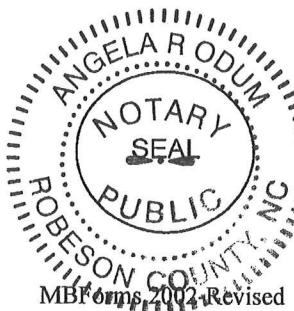
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure 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: 4/04/2023 Name of Authorized Officer: William B. Smith, Jr.

Signature: _____

Title: President



State of North Carolina, County of Robeson

Subscribed and sworn to before me this 4th day of April 2023

Notary Public, Angela R. Odum, Angela R. Odum

My commission expires 3/22/2027

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____

Smith's Refrigeration, Inc. as
principal, and Great American Insurance Company, as surety, who is
duly licensed to act as surety in North Carolina, are held and firmly bound unto
Cumberland County as obligee,
in the penal sum of Five Percent of Amount Bid 5% DOLLARS, lawful money of
the United States of America, for the payment of which, well and truly to be made, we bind
ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

Signed, sealed and dated this 4th day of April, 2023

WHEREAS, the said principal is herewith submitting proposal for

Cumberland County Library Cooling Tower Replacement TWC Project #2877-J
and the principal desires to file this bid bond in lieu of making the cash deposit as required
by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that
if the principal shall be awarded the contract for which the bid is submitted and shall
execute the contract and give bond for the faithful performance thereof within ten days after
the award of same to the principal, then this obligation shall be null and void; but if the
principal fails to so execute such contract and give performance bond as required by G.S.
143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in
the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by
G.S. 143-129.1

Smith's Refrigeration, Inc. (SEAL)

By: [Signature] (SEAL)
William B. Smith, Jr., President

(SEAL)

Great American Insurance Company (SEAL)

By: [Signature] (SEAL)
Wendy E Lahm, Attorney-in-Fact

Surety Phone No. 513-369-5000

FORM OF BID BOND



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by
this power of attorney is not more than 1

Bond No. Bid Bond

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, the specific bond, undertaking or contract of suretyship referenced herein; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below. The bond number on this Power of Attorney must match the bond number on the bond to which it is attached or it is invalid.

Name	Address	Limit of Power
Wendy E Lahm	5605 Carnegie Boulevard, Suite 300 Charlotte, NC 28209	\$100,000,000.00

Principal: Smith's Refrigeration, Inc.

Obligee: Cumberland County

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 4th day of April, 2023.

Attest

GREAT AMERICAN INSURANCE COMPANY



Stephen C. Beraha

Assistant Secretary

Mark V. Vicario

Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 4th day of April, 2023, before me personally appeared MARK VICARIO, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 4th day of April, 2023.



Stephen C. Beraha

Assistant Secretary



OFFICE OF THE COUNTY ATTORNEY

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 1, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 4/25/2023

**SUBJECT: CONSIDERATION OF ENGAGING OUTSIDE COUNSEL TO PURSUE
SETTLEMENT AGAINST THE MANUFACTURERS OF FIREFIGHTING
FOAM PRODUCTS AND/OR OTHER PRODUCTS CONTAINING PFAS**

BACKGROUND

Baron & Budd, PC., and Crueger Dickinson LLC are the law firms representing the county in the Chemours litigation. They have requested to serve as settlement counsel for Cumberland County with regard to any settlement that may be obtained from the global settlement of the firefighting foam cases. They will not file a lawsuit for the county, but only represent the county in seeking a share of any settlement.

Exposure to firefighting foam happens with training exercises in addition to its actual use on fires. Most of the cases have been filed by individuals with claims that the long-term exposure to the PFAS in the foam caused them to have cancer. These plaintiffs include firefighters, airport workers, chemical industry workers, and military service members. States have also brought lawsuits for the contamination of natural resources by the firefighting foam. North Carolina filed two such suits in October 2022. Dupont, Chemours and 3M are among the companies sued by North Carolina. More than 4,000 cases against fourteen manufacturers are now pending. All the federal cases have been transferred to the United States District Court for the District of South Carolina. That court will decide all the federal cases.

The attached Legal Services Agreement is the fee agreement. The attorneys' fee is 25% of any gross settlement award with any costs and expenses also taken out of the gross settlement amount so the net amount to the county would be the gross amount less 25% for the fee and then less the amount of the costs and expenses. If no settlement is recovered, the county will not owe any fee or costs or expenses.

RECOMMENDATION / PROPOSED ACTION

The county attorney recommends approval of the attached Legal Services Agreement.

ATTACHMENTS:

Description

Agreement-Atty Fee for Firefighting Foam Case

Type

Backup Material

LEGAL SERVICES AGREEMENT

This Agreement is made between Cumberland County (“Client”), Baron & Budd, P.C., and Crueger Dickinson LLC (“Attorneys”).

Client hires Attorneys to provide legal services to Client with respect to the pursuit of settlements against the manufacturer(s) of firefighting foam products (known as “aqueous film forming foam” or “AFFF”) and/or other products containing perfluoroalkyl substances (“PFAS”). Client hires Attorneys as settlement counsel only and understands that Attorneys will not file a lawsuit on its behalf against the manufacturer(s) of AFFF and/or other products containing PFAS.

This Agreement does not replace or otherwise supersede the Attorney-Client Fee Contract entered between Baron & Budd, P.C., Crueger Dickinson LLC, and Cumberland County in 2021 or Addendum A to the Attorney-Client Fee Contract entered in 2022.

Client and Attorneys have agreed that Client will pay Attorneys a contingent fee for representing Client. The fee is not set by law but is negotiable between Attorneys and Client. Attorneys and Client agree that Attorneys will receive a contingent fee of 25% of any gross recovery. The contingent fee is to be calculated based on Client’s gross recovery before deduction of costs and expenses. The contingent fee is calculated by multiplying the gross recovery by the fee percentage. If a recovery is made on behalf of Client, Client understands and agrees that the contingent fee is to be divided as follows:

Baron & Budd, P.C.	50%
Crueger Dickinson, LLC	50%

The division of fees between law firms does not change the total fee owed by Client.

In addition to paying legal fees, Client authorizes Attorneys to incur all reasonable costs and expenses and to hire any investigators, consultants, or expert witnesses. Attorneys will advance all costs and expenses. Attorneys will deduct those costs and expenses out of Client’s recovery after attorney’s fees have been deducted. If there is no recovery, Client will not be required to reimburse Attorneys for costs and fees. In the event a recovery is less than incurred costs and expenses, Client will not be required to reimburse Attorneys for costs/expenses, above and beyond the recovery, and fees.

Client understands that Attorneys may incur certain expenses that jointly benefit multiple clients, including, for example, expenses for travel, experts, and copying. Client agrees that Attorneys may, in their discretion, divide such expenses equally or pro rata among such clients, and deduct Client’s portion of those expenses from Client’s share of any recovery. Prior client approval is not required for shared expenses. Nevertheless, Client shall only be responsible for prudent, fair and reasonable expenses.

Client understands that Attorneys do or may represent many other individuals with actual or potential PFAS related litigation claims. Attorney’s representation of multiple claimants at the

same time may create certain actual or potential conflicts of interest in that the interests and objectives of each client individually on certain issues are, or may become, inconsistent with the interests and objectives of the other. Attorneys are governed by specific rules and regulations relating to professional responsibility in representation of clients, and especially where conflicts of interest may arise from representation of multiple clients against the same or similar defendants, Attorneys must advise clients of any actual or potential conflicts of interest and obtain their informed written consent to our representation when actual, present, or potential conflicts of interest exist. Client has conferred with its own separate corporate or municipal counsel, and has determined that it is in its own best interests to waive any and all potential or actual conflicts of which Client is currently aware as the result of Attorneys' current and continuing representation of other entities in similar litigation. By signing this agreement, Client states that (1) it has been advised of the potential conflicts of interest which may be or are associated with our representation of Client and other multiple claimants; (2) it nevertheless wants Attorneys to represent Client; and (3) Client consents to Attorneys' representation of others in connection with PFAS litigation (AFFF or otherwise). Client remains completely free to seek other legal advice at any time even after signing this agreement.

Often times in cases where Attorneys represent multiple clients in similar litigation, the opposing parties or defendants attempt to settle or otherwise resolve all of Attorneys' cases in a group or groups, by making a single settlement offer to settle a number of cases simultaneously. There exists a potential conflict of interest whenever a lawyer represents multiple clients in a settlement of this type because it necessitates choices concerning the allocation of limited settlement amounts among the multiple clients. However, if all clients consent, a group settlement can be accomplished and a single offer can be fairly distributed among the clients by assigning settlement amounts based upon the strengths and weaknesses of each case, the relative nature, severity and extent of injuries, and individual case evaluations. In the event of a group or aggregate settlement proposal, Attorneys may implement a settlement program, overseen by a referee or special master, who may be appointed by a court, designed to ensure consistency and fairness for all claimants, and which will assign various settlement values and amounts to each client's case depending upon the facts and circumstances of each individual case. Client authorizes Attorneys to enter into and engage in group settlement discussions and agreements that may include Client's individual claims. Although Client authorizes Attorneys to engage in such group settlement discussions and agreements, Client retains the right to approve any settlement of Client's claims, and Attorneys are required to obtain Client's approval before settling Client's claims.

Agreed to by:

Date: 05/01/23

CUMBERLAND COUNTY

Toni Stewart, Chair
Board of Commissioners

BARON & BUDD, P.C.

Scott Summy

CRUEGER DICKINSON LLC

Erin Dickinson



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 1, 2023

TO: BOARD OF COUNTY COMMISSIONERS

**FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND
INFRASTRUCTURE**

DATE: 4/24/2023

**SUBJECT: CONSIDERATION OF REQUEST TO UPGRADE NATURAL GAS
SERVICE LINE AND METER FOR HISTORIC COURTHOUSE**

BACKGROUND

Piedmont Natural Gas Company, Incorporated is requesting permission to install a new natural gas line and meter for the Historic Courthouse at no cost to the County. The project involves running a new line from the main to replace the old, dated line. PNG will bore under the existing pavement and if any additional cuts have to be made, they will be repaired by their contractor.

The upgraded natural gas line and meter will support the Historic Courthouse's two heating boilers, gas hot water heater and is a code requirement.

RECOMMENDATION / PROPOSED ACTION

Staff recommends the Board grant Piedmont Natural Gas Company, Incorporated, permission to upgrade the natural gas line and meter at no cost to the County.

ATTACHMENTS:

Description	Type
Piedmont Natural Gas Commercial Service Agreement	Backup Material
Standard Natural Gas Meter Request	Backup Material

COMMERCIAL SERVICE AGREEMENT

Piedmont Natural Gas

Revised: December 2021

Regulated Work Type	Install Service Line	Opportunity ID	OP-0152015	Work Order # (IR)		Account #	
Service Address	130 Gillespie St	City	Fayetteville	State	NC	Zip	28301
Multi-Meter Manifold	No	Turn-on Date:		Resource Center	Fayetteville	Premise #	

Piedmont Natural Gas Company, Inc. (hereafter referred to as "Piedmont") and **Old Court Cumberland County** | (or its authorized agent) (hereafter referred to as "Customer") hereby agree as follows:

- Piedmont agrees to install natural gas pipelines and/or related facilities (the "Facilities") necessary for Customer to receive service (the "Work") at **130 Gillespie St** (the "Property") subject to verification of existing facilities and Customer creditworthiness. Customer gives Piedmont permission to verify credit information to determine creditworthiness. Should a deposit be required in order to qualify for service, the amount of **\$0.00** will be paid by Customer. The deposit is subject to applicable rules governing deposits and is separate and independent of any amounts owed by Customer for construction costs or non-compliance as described in Paragraphs 3 and 11 below.
- A reasonable effort will be made to complete this construction on or before the date of **2/13/2023**. Customer understands that circumstances beyond the control of Piedmont such as, without limitations, weather, permits, supplier issues, site conditions, and construction difficulties may result in delays for which the parties agree Piedmont has no liability. Piedmont will make a reasonable attempt to notify Customer if the installation cannot be completed by the date above.
- Customer must pay **\$0.00** toward construction cost of service before Piedmont is obligated to perform the Work including any procurement of materials or further design of the Facilities. This payment is separate and independent of the Non-Compliance Charge described in Paragraph 11 and will be payable by Customer regardless of the applicability of any Non-Compliance Charge. If construction costs are higher than originally estimated at the time this Agreement is executed for any reason, Piedmont reserves the right to terminate this Agreement with no liability to Customer or negotiate with Customer the difference in cost. Piedmont will construct the service line to the nearest feasible point of the structure as determined by Piedmont. Approximate total length of service: **166 feet**.
- All natural gas piping and related facilities up to and including the meter remain the property of Piedmont. Piedmont reserves the right to perform taps into each service line to provide service to adjacent properties if needed at a future date.
- Piping and related facilities beyond the meter is the property and responsibility of Customer. Customer understands and agrees that it must ensure its piping, related facilities and area used to accommodate Piedmont's Facilities satisfy all applicable Piedmont requirements, laws and regulations, building codes, and inspection and testing requirements, if any (the "Customer Obligations"). Piedmont strongly recommends that Customer utilize a licensed, qualified contractor or technician to perform any necessary or recommended work on its facilities and ensure compliance with the Customer Obligations prior to the date on which Piedmont intends to commence Work. Customer may call Piedmont at **910 321-2949** to receive information regarding the applicable Customer Obligations. Piedmont reserves the right to not begin Work or initiate service until those portions of the Customer Obligations necessary to safely and effectively begin Work or initiate service are met.
- Customer represents and warrants that either (1) Customer owns the Property and grants Piedmont a right-of-way on the Property for the purposes of installing and servicing the Facilities and performing related activities, including a right of access to the Facilities for Piedmont's agents, employees, and contractors, or (2) Customer is a lessee of the Property and is responsible for obtaining the Property owner's written consent for the Work using a form provided by Piedmont upon request.
- Customer agrees to take reasonable and prudent measures to protect the Facilities both during performance of and following completion of the Work. Customer shall notify Piedmont prior to any concurrent or future construction activity that might

encroach upon an area which is within two and one-half (2 ½) feet in any direction of the location of the Facilities (such as building, paving or additions over the Facilities). Such construction activities may necessitate the relocation of the Facilities at Customer's expense in Piedmont's sole discretion.

8. Privately owned underground structures such as, without limitation, septic and fuel tanks, utility lines, drainage facilities, sprinkler systems, underground fencing, etc. cannot normally be located by Piedmont or its contractors prior to excavation. The location of these facilities must be marked by Customer both on a sketch and in the physical area of the installation. Customer agrees that neither Piedmont nor its employees, agents, or contractors shall be responsible for any damage or personal injury to Customer or its employees, agents, contractors, or invitees or to their real or personal property resulting from such facilities being unmarked or incorrectly marked.
9. Customer understands and agrees that any Work and gas service provided by Piedmont is subject to Piedmont's Tariffs and Service Regulations currently on file with the applicable regulatory authorities, to any related orders by the applicable regulatory authorities, to Piedmont policies and approval processes, and to all other governing laws, rules, and regulations.
10. Any contamination, pollutant, or hazardous substance on the Property (collectively, "Contamination") that is known to or suspected by Customer shall be disclosed to Piedmont prior to commencement of the Work. Piedmont shall have the right to cease work if undisclosed Contamination is discovered. Customer shall indemnify, defend and hold harmless Piedmont, its parent(s), affiliates, successors and assigns and their respective officers, directors, employees, agents, and contractors (collectively, the "Indemnified Parties") from and against any and all claims, actions, expenses (including, without limitation, reasonable attorneys' and consultants' fees), liabilities, damages, and losses (collectively, the "Damages") incurred by or asserted against any of the Indemnified Parties arising out of Contamination on the Property, except to the extent the Damages are caused by the negligence of the Indemnified Parties. Customer shall also be responsible for all additional and reasonable costs incurred by Piedmont to complete the Work or comply with environmental laws which arise out of any Contamination and/or protection of Piedmont's employees, agents, and contractors against exposure to any Contamination. Customer shall reimburse Piedmont for all such costs within thirty (30) days of receiving an invoice.
11. Piedmont agrees to perform the Work based on Customer installing and operating the natural gas equipment shown on this Agreement. If there are any changes to the gas meter pressure or gas load information shown below, Customer shall inform Piedmont promptly. Such changes may result in additional charges and delays in the completion of the Work. Gas usage by the Customer must begin within 6 months of the Work being completed. Should Customer fail to install and operate all of the equipment committed to in this Agreement within such time, Customer agrees to pay \$3,565.68 for the Facilities installed pursuant to this Agreement (the "Non-Compliance Charge"). If the Non-Compliance Charge is applicable based on the preceding criteria, then it will be in addition to the amount, if any, Customer paid prior to construction as indicated in Paragraph 3. Prior to the completion of the Work, if Customer informs Piedmont that it no longer wishes to install and operate the equipment committed to in this Agreement or Customer is in default of its obligations hereunder after being provided a reasonable cure period by Piedmont, then Piedmont shall be entitled to cease performance of the Work, terminate this Agreement, and charge Customer the Non-Compliance Charge plus all costs incurred or committed to being incurred by Piedmont related to performance of the Work in excess of Customer's pre-construction contribution, if any, all in accordance with Piedmont's Commercial Service Guidelines. Any waiver or extension of Customer's obligations under this Paragraph 11, including reduction to the Non-Compliance Charge or other costs owed by Customer, will be in Piedmont's sole discretion and must be in writing.
12. Customer shall indemnify, defend and hold harmless the Indemnified Parties from and against any Damages incurred by or asserted against the Indemnified Parties in connection with or related to this Agreement, by reason of the death of or bodily injury to any person, or the destruction of or damage to any property, real or personal, arising out of the acts or omissions of the Customer or its employees, contractors, agents, or invitees, except to the extent caused by the negligence of Piedmont or its employees, agents or contractors.
13. Customer represents and warrants that it maintains adequate comprehensive general liability insurance coverage, either through a policy or policies of insurance or approved program of self-insurance, and any other insurance required by law.
14. This Agreement benefits and is binding upon Customer's heirs, successors, and assigns. This Agreement may not be assigned by Customer, in whole or in part, without the prior written consent of Piedmont. If the equipment to which Customer has committed under this Agreement is not yet being operated upon the sale of the Property, then Customer agrees to notify Piedmont of any sale of the Property and to notify any purchaser of the Property about this Agreement. All of Customer's obligations shall survive any sale of the Property unless and until a subsequent purchaser assumes Customer's full obligations under this Agreement in writing in a form reasonably acceptable to Piedmont.
15. If any provision of this agreement is found to be invalid, illegal or unenforceable in any jurisdiction, for any reason, all other provisions hereof will remain in full force and effect. All terms of this Agreement, that would by their nature, including, without limitation, those providing for indemnification or termination costs shall survive the termination or expiration of the Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state where the Property

is located, without regard to conflict of law principles. No amendment to this Agreement will be effective unless in writing and signed by both parties. This Agreement constitutes the entire agreement between the parties concerning the matters covered herein and supersedes all prior or contemporaneous oral or written agreements and/or understandings. Customer warrants and represents that the execution and performance of this Agreement will not cause it to violate any laws, ordinances, covenants, or provisions, of any mortgage, lease, or other agreement binding on it. Electronic signatures and transmission (such as pdf) shall be as effective as if originals, and this Agreement may be signed in counterparts, the sum of which constitutes a single document.

Legal Name of Customer

Signature:

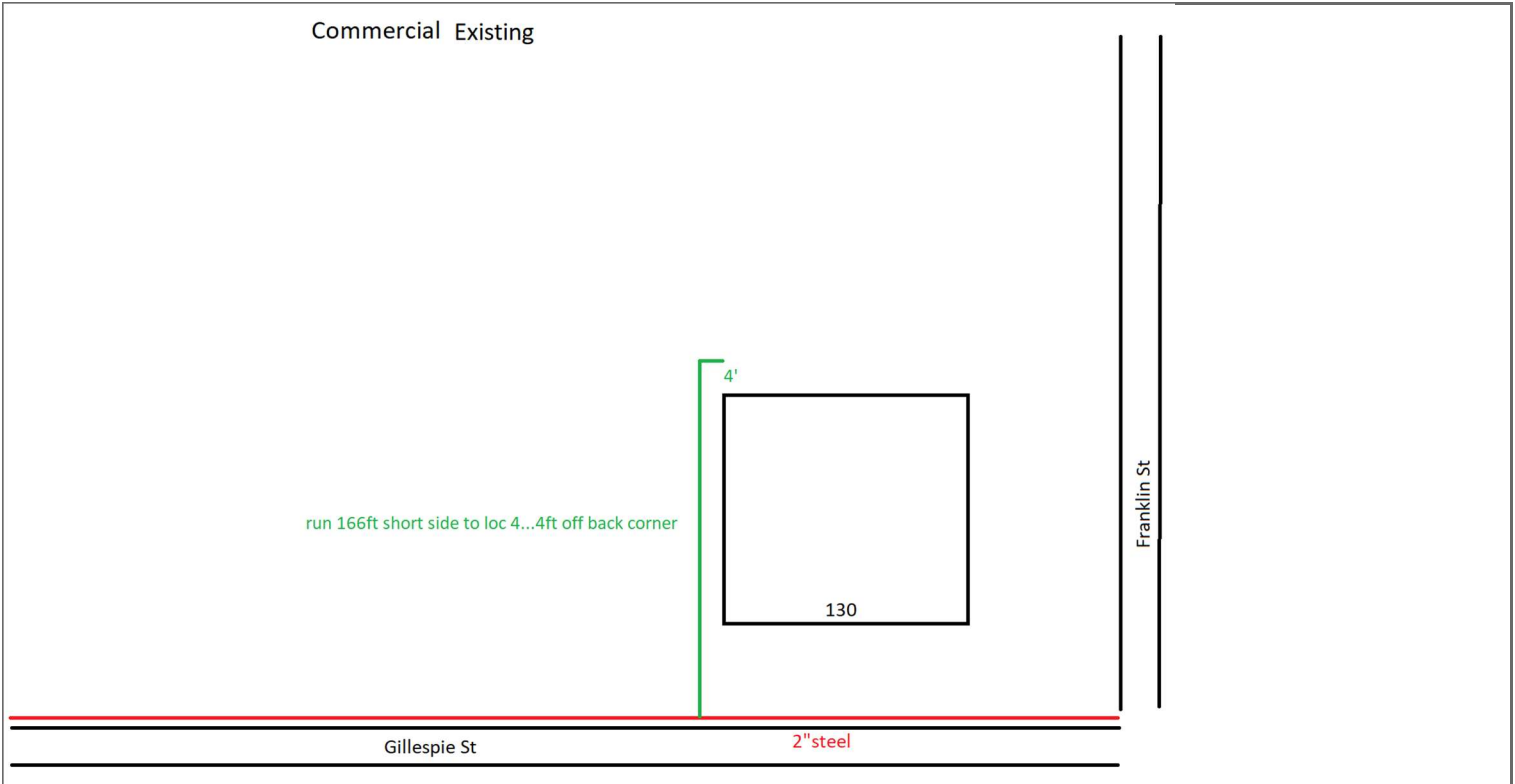
Print Name:

Title:

Company / Customer Name:	Old Court Cumberland County				
Additional Company Name:					
Project / Service Address:	130 Gillespie St	Suite/ Apt #:			
City	Fayetteville	State	NC	Zip Code	28301
Billing Address	PO Box 1829				
City	Fayetteville	State	North Carolina	Zip	28302
Previous Address					
City		State		Zip	
Date Credit Verified		Date Ownership Verified	1/6/2023	Consent of Owner Required?	No
Deposit Status		Deposit Amount	\$0.00	CIAC Amount	\$0.00
Owner Name (Printed)			Owner's Email		
Owner's Address			Owner Phone #		
City		State		Zip Code	
Site Contact Name	Butler, Jonathan		Site Contact Email	jbutler@cumberlandcountync.gov	
Business Phone	(910) 321-6946		Mobile Phone		
Customer Name (Printed)	Butler, Jonathan				
Customer Signature				Date	
Customer Email (Executed agreement sent to this address)	jbutler@cumberlandcountync.gov				
Piedmont Representative	Richardson, Antonio			Date	1/6/2023

COMMERCIAL REQUEST FORM							
Special Instructions	run 166ft short side to loc 4....4ft off back corner						
Check & indicate location of all underground structures that exist at this site on the sketch below:							
Invisible Fence	No	Well / Water Line	No	Fuel Lines	No	Sprinkler System	No
Septic Tank / Drain Field	No	Cable / Phone Lines	No	Other (Describe)			

SITE SKETCH
 (Indicate Street and Cross-Street Reference)



Riser and Meter Location Approved by Customer				Date			
Service Footage	166	Service Size	2 inch	Dirt Bore:	0	Rock Bore:	0
Length of Service	166 X	Non-Compliance State	\$21.48		Non-Compliance Charge	= \$3565.68	

SERVICE INFORMATION

Building #	Riser #	Tenant	Unit of Measure	Commercial Structure Type	Total Capacity	Pressure
1	1		CFH	Civic Organization or Church - Basic Structure	4,440	10 psi

Quantity	Appliance Description	Capacity	End Use	Total Appliance Load

2	Steam Boiler	2,200	Heating	4,400
1	Water Heater	40	Water Heat	40



Piedmont
Natural Gas

Standard Natural Gas Meter Request

CUSTOMER NAME: Old Court Cumberland County

CUSTOMER ADDRESS: 130 Gillespie St

CITY, STATE, ZIP CODE: Fayetteville, NC 28301

I / we request a designed natural gas meter set to pass a **TOTAL** connected load of:

4440 ☒ CFH ☐ BTU/Hr (check one)

with a delivery pressure at the meter outlet of:

☐ 7" water column ☐ 2 psig ☐ 5 psig ☒ Other: _____

This information is supplied by Customer and is based on the aggregate maximum connected load (nameplate rating) totals of **all** natural gas fired equipment that is to be connected to this metering device. Customer agrees that Piedmont Natural Gas may rely on the information provided on this form in designing, constructing, and installing meter and related facilities to serve Customer.

All downstream piping from the meter outlet will be installed by Customer in compliance with local codes based on the above noted delivery pressure and will be subsequently inspected by the appropriate inspections agency. This inspection approval will be released to Piedmont Natural Gas prior to, and as a condition of, the installation of the metering device and any related facilities.

Any changes to or modifications of the information provided herein will be made available to Piedmont Natural Gas as soon as possible. Such changes or modifications may result in delays and/or charges to Customer if they result in the need to re-design or replace the meter or related facilities.

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE SIGNED: _____



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 1, 2023

TO: BOARD OF COUNTY COMMISSIONERS

**FROM: JERMAINE WALKER, DIRECTOR OF ENGINEERING AND
INFRASTRUCTURE**

DATE: 4/24/2023

**SUBJECT: CONSIDERATION OF BID AWARD FOR CUMBERLAND COUNTY
AGRI-EXPO CENTER HVAC UPGRADES & REPLACEMENTS AND
ASSOCIATED BUDGET ORDINANCE AMENDMENT B#230234**

BACKGROUND

Formal bids were solicited for the Cumberland County Agri-Expo Center HVAC Upgrades & Replacements on March 3, 2023, with the bid period closing on March 23, 2023. The County receiving five responses. The lowest proposed bid was submitted by Superior Mechanical Services, Incorporated. Superior Mechanical's proposal was responsive, met all specifications and includes a proposed cost of \$2,569,000.

The project was originally intended to be phased over two fiscal years and requires Budget Ordinance Amendment B#230234 in the amount of \$876,700 to adequately fund the project.

RECOMMENDATION / PROPOSED ACTION

Staff recommends the following:

1. Approve bid award to Superior Mechanical Services, Incorporated, based on the best overall value standard of award.
2. Approve Budget Ordinance Amendment B#230234
3. Allow the Chairwoman to execute the contract once it completes Finance audit and legal sufficiency.

ATTACHMENTS:

Description	Type
Project Bid Tab	Backup Material
Bid Recommendation	Backup Material
Superior Mechanical Bid Submission	Backup Material

Cumberland County Agri-Expo Center – HVAC Upgrades & Replacements

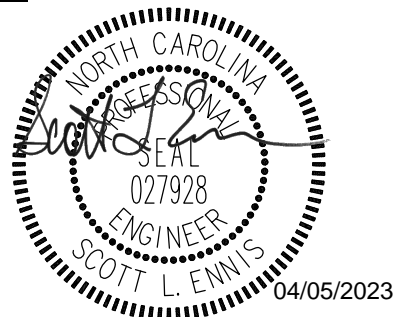


Bid Opening Tuesday, April 4, 2023, the stroke of 2:00 p.m.
TWC No. 2877-K

Contractor	License #	Addendum #1, #2, #3	Clarification #1	Bid Bond	MBE Documents	E-Verify / Iran Statement	Base Bid (\$)	Alternate (\$)	Remarks
Global Network Solutions		X	X	5% Cashier's Check	Non-Complaint Bid	X	\$7,499,224.88	Add \$75,000	1
Superior Mechanical	18629	X		X	X	X	\$2,569,000	Add \$25,000	
Smith's Refrigeration	14759	X		X	X	X	\$3,330,000	Add \$15,000	
Ivey Mechanical		X	X	X	X	X	\$4,667,300	Add \$172,800	
Jeff Hargett Mechanical	17463	X	X	X	X	X	\$2,774,000	No Change	2

This is to certify that the bids tabulated herein were opened and read by the Owner, and observed by the Contractors, at the stroke of **2:00 p.m.** on the **4th** day of **April 2023** at the **Office of Cumberland County Engineering Department, in the City of Fayetteville, NC, 130 Gillespie Street, Suite 214 Fayetteville, NC, 28301.**

Scott L. Ennis, PE
The Wooten Company



Remarks:

1. Non-Compliant Bid – No MWBE Documents provided.
2. Non-Compliant Bid – Used Bid Form for CC Library Cooling Tower Replacement Project.
3. N/A

April 10, 2023

Jeremy Stefanko
Cumberland County Engineering
130 Gillespie Street
Fayetteville, NC 28301

**Re: Cumberland County Agri-Expo Center
HVAC Upgrades & Replacements
Bid Opening Conference**

Dear Mr. Stefanko:

Enclosed for your review is the certified bid tabulation and low base bid contractor recommendation for the above referenced project.

The low single prime base bid for the HVAC Upgrades & Replacement Project at The Cumberland County Agri-Expo Center and associated electrical, mechanical, and controls work required in the Construction Documents:

**Superior Mechanical Services, Inc.
607 Industrial Ave
Greensboro, NC 27406
336-580-1108**

Base Bid.....	\$2,569,000.00
Alternate #1 (Add).....	+\$25,000.00
Total.....	\$2,594,000.00

The Wooten Company recommends awarding the contract to the apparent low bidder, Superior Mechanical Services, Inc., to include Base Bid and to include Alternate #1 for Owner preferred equipment.

Sincerely,



Scott L. Ennis, P.E.
THE WOOTEN COMPANY

BID/ACCEPTANCE FORM

for

CUMBERLAND COUNTY AGRI-EXPO HVAC UPGRADE & REPLACEMENT

The project includes removing most of the existing mechanical HVAC equipment and replacing it. It also includes replacing the two large chillers and three pumps in the Crown Coliseum.

We are in receipt of

Addendum 1 ☒ Addendum 2 ☒ Addendum 3 ☒
Addendum 4 ☐ Addendum 5 ☐ Addendum 6 ☐

The undersigned, as bidder, proposes and agrees if this bid is accepted to contract with Wilson County Schools for the furnishing of all materials, equipment, and labor necessary to complete the construction of the work described in these documents in full and complete accordance with plans, specifications, and contract documents, and to the full and entire satisfaction of the Owner for the sum of:

BASE BID: Two Million Five Hundred Sixty Nine Thousand Dollars \$ 2,569,000.00

ALTERNATE #1 BID (~~ADD~~ DEDUCT) Fifty Two Thousand Three Hundred Dollars \$ 25,000.00

Controls Contractor: JCI (In base bid) Dollars \$ 280,000.00

General Contractor: N/A License: _____

Electrical Subcontractor: Elrod Electrical License: 10280-U

Respectively submitted this 4th day of April 202223

Superior Mechanical Services, Inc.

(Contractor's Name)

Federal ID# 56-1716717

By: 

Witness: _____

Title: James R. Fields, President

(Owner, partner, corp. Pres. Or Vice President)

Address: 607 Industrial Avenue, Greensboro, NC 27406

(Proprietorship or Partnership)

Attest: (corporation)

Email Address: jfields@superiormechserv.com

(Corporate Seal)

By: 

License #: 18629

Title: Darlene Jarvis, Corporate Secretary

(Corporation, Secretary / Ass't Secretary)

ACCEPTED by CUMBERLAND COUNTY

Total amount of accepted by the owner, included base bid and bid alternates: _____

BY: _____ TITLE: _____

Identification of HUB Certified/ Minority Business Participation

I, Superior Mechanical Services, Inc.
(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)
G&T Insulation Services, Inc. 336-345-6480	Insulation	H	Y
67 Cottage Street, Winston-Salem, NC 27107			
Elrod Electrical Service, Inc. 336-852-7776	Electrical	W	Y
207 S Westgate Dr, Greensboro, NC			
Airflow Experts 336-229-1470	T&B	W	Y
PO Box 1079 Graham, NC 27253			

*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 (\$) 202,640.00.

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

County of Guilford

(Name of Bidder)

Affidavit of Superior Mechanical Services, Inc.

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.

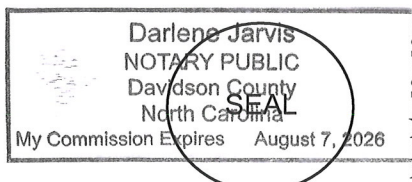
The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure 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: 4/4/23 Name of Authorized Officer: James B. Fields

Signature: _____

Title: President



State of North Carolina, County of Guilford

Subscribed and sworn to before me this 4th day of April, 2023

Notary Public: Darlene Jarvis

My commission expires 8/7/26

NONCOLLUSION AFFIDAVIT

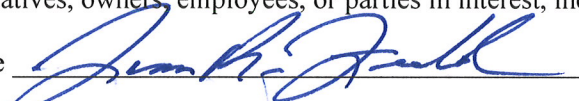
NON-COLLUSION AFFIDAVIT

State of North Carolina County of Cumberland

James R. Fields, being first duly sworn, deposes and says that:

1. He/She is the President of Superior Mechanical Services, Inc., the proposer that has submitted the attached proposal.
2. He/She is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such proposal.
3. Such proposal is genuine and is not a collusive or sham proposal.
4. Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other proposer firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly sought by agreement or collusion of communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposers, or to fix any overhead, profit or cost element of the proposal price of the proposal of any other proposer or to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the County of Cumberland or any person interested in the proposed contract; and
5. The price or prices quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signature



Printed Name: James R. Fields

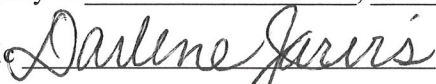
Title: President

Date: 4/4/23

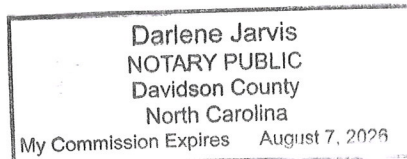
Subscribed and Sworn to Before Me,

This 4th day of April, 2023

Notary Public



My Commission Expires: 8/7/26



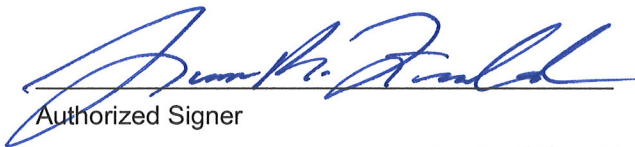
E-VERIFY & IRAN STATEMENT CUMBERLAND COUNTY

Contract #: Cumberland Co Library

Iran Divestment Act Certification. Contractor hereby certifies that Contractor, and all subcontractors, are not on the Iran Final Divestment List ("List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69. Contractor shall not utilize any subcontractor that is identified on the List.

E-VERIFY. CONTRACTOR shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if CONTRACTOR utilizes a subcontractor, CONTRACTOR shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes."

Company Name: Superior Mechanical Services, Inc.


Authorized Signer

Date 4/4/23

End of Section 00 50 00.01



RLI Insurance Company
9025 N. Lindbergh Dr. Peoria, IL 61615
P.O. Box 3967 Peoria, IL 61612-3967
Phone: 309-692-1000 Fax: 309-683-1610

BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That We, Superior Mechanical Services, Inc.
of 607 Industrial Avenue, Greensboro, NC 27406
as Principal, and RLI Insurance Company, of Peoria,
Illinois, as Surety, an Illinois corporation duly licensed to
do business in the State of North Carolina, are held and firmly bound unto
Cumberland County, as Oblige, in the penal sum of
Five Percent of Bid of Principal (5%) (_____),
for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted, or is about to submit, a
proposal or a bid to the Oblige on a contract for Cumberland County Agri-Expo Center HVAC Upgrade & Replacement
1960 Coliseum Drive, Fayetteville, NC.

NOW, THEREFORE, if the aforesaid principal shall be awarded the contract, the said principal will within the period specified
therefore, or if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for
the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will
pay unto the obligee the difference in money between the amount of the bid of said principal and the amount for which the
obligee may legally contract with another party to perform the work if the latter amount be in excess of the former, in no event
shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to
be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety
(90) days after the acceptance of said bid of the Principal by the Oblige.

SIGNED, SEALED AND DATED this 4th day of April, 2023.

Superior Mechanical Services, Inc.
Principal
By: James R. Fields
James R. Fields, President

RLI Insurance Company
By: Amy J. Zigler
Amy J. Zigler
Attorney in Fact



ADDRESS ALL CORRESPONDENCE TO:
RLI Insurance Company
9025 N. Lindbergh Dr. Peoria, IL 61615
P.O. Box 3967 Peoria, IL 61612
309-692-1000

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Sandi L. Tranbarger, Leann B. Willis, Amy J. Zigler, Brenda F. Joyce, Harvey E. Brown, Jr., Catherine G. Palmer, Deborah B. Gravely,
Amy Riffe, Whitney Durepo, Brandi Nyang, Megan M. Plaza, jointly or severally

in the City of Greensboro, State of North Carolina its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars
(\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 3rd day of March, 2022.



RLI Insurance Company
Contractors Bonding and Insurance Company

By:

Barton W. Davis

Vice President

State of Illinois

County of Peoria

} SS

On this 3rd day of March, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By:

Catherine D. Glover

Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 4th day of April, 2023

RLI Insurance Company
Contractors Bonding and Insurance Company

By:

Jeffrey D. Dick

Corporate Secretary

April 4, 2023

Project: Cumberland Co. Agri-Expo Center HVAC Upgrades & Replacement

Subject: Statement of Qualifications/Projects

References:

Chiller Installations:

1 - Rick McElwee, Daikin Factory Service 336-339-8010

Johnson C Smith University – Install Chiller
Siemens Technology – Install Chiller
Discovery Place – Install Chiller
East Rowan High School – Install Chiller
Liberty University - Install Chiller
North Rowan Middle School – Install Chiller
Embassy Suites – Install Chiller
VA Hospital – Install Chiller
Brevard College – Install Chiller
Jesse Carson High School – Install Chiller
Pulaski High School – Install Chiller

2 - Caleb Wilson, Project Manager, Rodgers Builders 704-303-2626

UNC-G South Chiller Plant
(2) 1500 Ton Chillers

3 - Mike Corriher, CCAC 336-207-2587

Building 5230 The Exchange- Install Chiller
Building 5200 The Exchange- Install Chiller
Building 5550 The Exchange- Install Chiller
International Furniture Market – Install 2 Chillers
Consolidated Container Corporation – Install Chillers, AHU

4 – Brandon Williams, Wake County Public Schools 919-694-7553

Adams Elementary- Install Chillers
East Cary Middle School – Install Chillers

5. Brian Swierenga – Vice-President, Cambrex 336-991-6056

Reactor Laboratories – Install chiller



SUPEMEC-01

KTURNER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Pilot Risk Management Consulting, LLC 3608 W Friendly Ave. #202 Greensboro, NC 27410	CONTACT NAME: Robin Turner		
	PHONE (A/C, No, Ext): (336) 478-1401	FAX (A/C, No): (336) 478-1412	
	E-MAIL ADDRESS: robin@pilotrmc.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Donegal Mutual Insurance Company		13692
INSURED Superior Mechanical Services, Inc. 607 Industrial Avenue Greensboro, NC 27406-4603	INSURER B : Owners Insurance Company		32700
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CPA9459112	10/12/2022	10/12/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY Comp Ded \$500 <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY Coll Dec \$1,000			CAA9459112	10/12/2022	10/12/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ U/I/UM \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE		CXS9459112	10/12/2022	10/12/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y N/A		1000034547	10/12/2022	10/12/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Installation Floater			35471345	10/12/2022	10/12/2023	Occ/Aggregate \$ 5,200,000
B	Leased/Rented			35471345	10/12/2022	10/12/2023	Equipment \$ 1,200,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

For Information Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

License Number
18629

North Carolina
State Board of Examiners of Plumbing,
Heating & Fire Sprinkler Contractors
State License No. 18629

Expiration Date
December 31, 2023

Superior Mechanical Services Inc.
607 Industrial Ave
Greensboro, NC 27406

This is to Certify that:

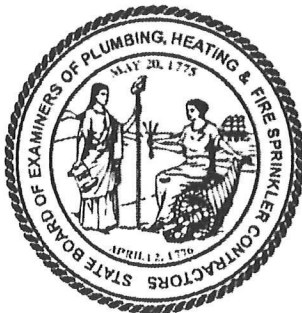
James Robert Fields

James Robert Fields: Heating Group 1 - Class I, Heating Group 2, Heating Group 3 - Class I; Joseph Wayne Gillett:
Plumbing Class I

Is duly registered, licensed and authorized to engage in the business of
Heating Group 1 - Class I, Heating Group 2, Heating Group 3 - Class I, Plumbing Class I

Within the State of North Carolina until December 31, 2023 *, when this license*
expires. This authority is granted in accordance with the provisions of
Chapter 87, Article 2 of the General Statutes of North Carolina.

Witness my hand and seal of the Board



This 1st day of January 2023.

William H. Zuercher

Chairman

[Signature]

Executive
Director



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 1, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 5/1/2023

SUBJECT: SOUTHEASTERN ECONOMIC DEVELOPMENT COMMISSION

BACKGROUND

The membership of the Southeastern Economic Development Commission is comprised of four (4) members from each county in the district. Cumberland County has four appointees, one of which is former County Manager Amy Cannon whose term expires March 31, 2026.

With Ms. Cannon's retirement, the position is vacant and this position is designated to serve on the Executive Committee.

The membership roster is attached.

RECOMMENDATION / PROPOSED ACTION

Please consider nominating County Manager, Clarence Grier for the vacant position on the SEDC.

ATTACHMENTS:

Description	Type
Southeastern Economic Development Commission Roster	Backup Material

SOUTHEASTERN ECONOMIC DEVELOPMENT COMMISSION
COUNTY APPOINTEES
(4-year terms)

(Minority and elected official requirements.)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
*Amy Cannon County Manager P.O. Box 1829 Fayetteville, North Carolina 28302 678-7723	3/22	4th	3/26 3/31/26	No
Robert Van Geons Fayetteville Cumberland Economic Development Corporation 411 Forest Lake Road Fayetteville, NC 28305 704-985-3483/500-6464	5/21	2nd	Apr/25 4/30/25	No
Glenn Adams (B/M) 407 Hilliard Drive Fayetteville, NC 28311 223-1400	10/19	2nd	Oct/23 10/31/23	No
Jeannette M. Council (B/F) PO Box 1829 Fayetteville, NC 28302 678-7771 or 678-7772	09/19	3rd	Sept/23 9/30/23	No

(BOC voted 9/16/19 to reappoint for a 3rd term)

*Designated to serve on the Executive Committee.

County Manager attends the Board of Director Meetings held 4th Tuesday of each month at 10:00 a.m. till around 12:00 noon; lunch is usually served following the meeting. Location for the meeting is 707 West Broad Street, Elizabethtown, N.C.

(Commissioners and other position only attend the annual meeting-usually in April)

Members appointed by the Board of Commissioners in November of 2001.

Terms were staggered initially when members were appointed on 11/5/01.

Contact: Pam Bostic pbostic@sedcnc.org

Address: PO Box 921, Elizabethtown, NC 28337

Phone: 910-862-6985

Fax: 910-862-1482

Contact persons are Amy Cannon or Pamela Bostic



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 1, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 5/1/2023

**SUBJECT: FAYETTEVILLE-CUMBERLAND PARKS AND RECREATION
ADVISORY BOARD (2 VACANCIES)**

BACKGROUND

The Fayetteville-Cumberland Parks and Recreation Advisory Board has the following two (2) vacancies:

Carl Blue- Removed from the Advisory Board. Has an unexpired term ending June 2025.

Jeremy George- Resigned from the Advisory Board, term ends June 2023.

The Parks and recreation Advisory Board has recommended the following three (3) individuals for nomination:

Antonio Renteria- Not currently serving on a Cumberland County Board or Commission.

Steve Harper - Not currently serving on a Cumberland County Board or Commission.

Sabrina Steigleman- Currently serving on the Fort Bragg-Cumberland County Food Policy Council.

The recommendation, membership roster and applicant list are attached.

RECOMMENDATION / PROPOSED ACTION

Nominate two (2) individuals to fill the two (2) vacancies on the Fayetteville- Cumberland Parks and Recreation Advisory Board.

ATTACHMENTS:

Description	Type
Fayetteville-Cumberland Parks & Recreation Advisory Board Applicant List	Backup Material
Fayetteville-Cumberland Parks & Recreation Advisory Board Membership Roster	Backup Material
Fayetteville-Cumberland Parks & Recreation Advisory Board Recommendation Letter	Backup Material

APPLICANTS FOR
FAYETTEVILLE-CUMBERLAND PARKS AND RECREATION ADVISORY COMMISSION

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
BREECE, DAVID (W/M) 500 RAMSEY STREET FAYETTEVILLE, NC 28301 910-635-7706 ROGERSANDBREECE.DAVID@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	GENERAL MANAGER- FUNERAL HOME	BA IN BUSINESS
BROCKETT, HELEN STOVALL (/) 6998 POINT EAST DRIVE FAYETTEVILLE, NC 910-484-2781 Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	RETIRED	
COUNCIL-ORELLANA, TRAMAIN (B/F) 1225 BOMBAY DR FAYETTEVILLE NC 910-876-2344 TRAMAINORELLANA@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	EMPLOYMENT CONSULTANT	MASTES-SCIENCE
HARPER, STEVE C. (B/M) 5707 BASHFORT CT FAYETTEVILLE NC 28304 425-9643/988-7004 STEVEHARPER276@GMAIL.COM Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: CITY OF FAYETTEVILLE CITIZENS ACADEMY CATEGORY: GENERAL PUBLIC	RETIRED OPERATIONS MANAGER	SOME COLLEGE

**APPLICANTS FOR
FAYETTEVILLE-CUMBERLAND PARKS AND RECREATION ADVISORY COMMISSION Page 2**

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
HERBERT, KASANDRA (B/F) 6323 ABERCARN WAY FAYETTEVILLE NC 28311 396-5731/922-0851 KASANDRA.HERBERT@HOTMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	AUDITOR/ACCOUNTANT DEPT OF ARMY	MBA-FINANCE BSBA-LOGISTICS
HOLMES, KIM (B/F) 3050 JAMES DAIL RD FAYETTEVILLE NC 28312 910-824-1000 KIMHOLMES2@GMAIL.COM Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	CUSTOMER SERVICE PWC	SOME COLLEGE
HOYT, GEORGE (TREY) III 6086 MIDUS STREET HOPE MILLS, NC 28348 433-0001/723-6897/630-7620 TREYHOYT@CENTURYLINK.NET Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	PROFESSOR METHODIST UNIVERSITY	PHD MED
JONES, NICOLE DANIELLE (B/F) 112 WEATHERSTONE DR. APT. 102 FAYETTEVILLE, NC 28311 758-5945(H)/723-3685(M/W) LOVEJONESPROSERVICES@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	SOCIAL WORKER/SMALL BUSINESS OWNER	BS

**APPLICANTS FOR
FAYETTEVILLE-CUMBERLAND PARKS AND RECREATION ADVISORY COMMISSION Page 3**

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
KING, LAWRENCE (B/M) 994 WAYSIDE RD FAYETTEVILLE, NC 28314 650-921-8672 CEDRICLAWRENCE314@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	RETIRED	NOTRE DAME
KOLBFLEISCH, DANA 7416 HAMMERSLEY ROAD FAYETTEVILLE, NC 28306 919-480-5388 ©/910-482-5514 (W) DKOLBFLEISCH@METHODIST.EDU Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	ASSISTANT PROFESSOR OCCUPATIONAL THERAPIST	DOCTORATE OCCUPATIONAL THERAPY
MELVIN, JOY N. E.D. (B/F) 846 WIGWAM DR FAYETTEVILLE NC 28314 910-778-3697(H)/678-8498(M) MELVINJOYN@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	INSTRUCTOR FTCC	DOCTORATE
RENTERIA, ANTONIO (H/M) 506 LAW ROAD FAYETTEVILLE, NC 28311 910 583-4850 Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: FAYETTEVILLE CITIZENS ACADEMY CATEGORY: GENERAL PUBLIC	DIRECTOR OF OPERATIONS	BA LIBERAL ARTS GRADUATE STUDENT

APPLICANTS FOR
FAYETTEVILLE-CUMBERLAND PARKS AND RECREATION ADVISORY COMMISSION Page 4

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
STEIGELMAN, SABRINA (A/F) 2100 ROCK AVENUE FAYETTEVILLE, NC 28303 226-5059 (H/C)/6782797 (W) Graduate-County Citizens' Academy: No Graduate-Institute for Community Leadership: Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: No Graduate-other leadership academy: JACKSONVILLE ONSLOW LEADERSHIP ACADEMY <i>CATEGORY: GENERAL PUBLIC</i>	GRANTS AND PROJECT MANAGER CUMBERLAND COUNTY SCHOOLS	MA LIBRARY SCIENCE

FAYETTEVILLE-CUMBERLAND
PARKS AND RECREATION ADVISORY COMMISSION
3 Year Terms
(Terms were initially 2 and 3 years)

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Andrew Dempster Jr. 6238 Esau Street Linden, NC 28356 910-977-5399 drew@smithdickey.com	6/20	1st	June/23 6/30/23	Yes
Carl Blue (B/M) (REMOVED) 1300 Oak Knolls Drive Fayetteville, NC 28314 (910) 318-7941 carlblue@ccs.k12.nc.us	6/22	1 st	June/25 6/30/25	Yes
Jeremy J. George (W/M) (RESIGNED) 120 Hillsboro St Stedman, NC 28391 850-5603/489-8862 holdensdad@embarqmail.com	6/20	1st	June/23 6/30/23	Yes
Harold Smelcer 3209 Boone Trail Fayetteville, NC 28306 910-425-1769 smelcerco@aol.com	6/22	2nd	June/25 6/30/25	No
Vickie M. Mullins (W/F) 5905 Turnbull Rd Fayetteville, NC 28312 910-322-3100 Girlimon1@aol.com	6/20	1st	June/23 6/30/23	Yes
Louis Wood (W/M) 6221 Azelia Drive Stedman, NC 28391 910-308-4861 louis.wood@stateelectric.com	6/20	1st	June/23 6/30/23	Yes
Lee Spruill (W/M) 960 Ken Hancock Lane Stedman, NC 28391 309-0157/483-0191 vleespruill@gmail.com	4/21	2nd	Oct/23 10/31/23	No

Meetings: 1st Tuesday of every month at 5:45 PM – Parks and Recreation Admin Bldg. 121 Lamon Street
Contact: Michael Gibson/Jessica Legette, City of Fayetteville, Phone 433-1547, Fax 433-1762



April 26, 2023

The Advisory Commission would like to recommend: Antonio Renteria, Sabrina Steigelman, and Steve Harper to the County Commissioners for appointment to the group.

The next scheduled meeting is Tuesday, May 2nd, but I am assuming new members would be appointed by the County Commissioners in May and begin in June. Would that be correct?

Thank you,

Jessica Legette

Assistant Director

Fayetteville-Cumberland Parks & Recreation

121 Lamon Street | Fayetteville, NC 28301

910-433-1546

jessicalegette@fayettevillenc.gov

www.FayettevilleNC.gov

www.FCPR.us



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 1, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 5/1/2023

**SUBJECT: FAYETTEVILLE-CUMBERLAND COUNTY ECONOMIC
DEVELOPMENT CORPORATION (1 VACANCY)**

BACKGROUND

The Fayetteville-Cumberland County Economic Development Corporation has the following one (1) vacancy:

Dohn Broadwell Jr. - Completed second term. Not eligible for reappointment.

There are no recommendations.

The roster and applicant list are attached.

RECOMMENDATION / PROPOSED ACTION

Nominate individual to fill the vacancy on the Fayetteville-Cumberland County Economic Development Corporation.

ATTACHMENTS:

Description	Type
FCEDC Roster	Backup Material
FCEDC Applicant List	Backup Material

FAYETTEVILLE/CUMBERLAND COUNTY ECONOMIC DEVELOPMENT CORPORATION
(County Appointees)
Initial staggered terms followed by three-year terms

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
<u>Elected Official – Chairman or Designee</u>				
Glenn B. Adams, Chairman 117 Dick Street, 5 th Floor Fayetteville, NC 28301 678-7771/223-1400(W) gadams@co.cumberland.nc.us	12/21			
Appointment of Elected Official is a chairman's liaison appointment for only one year; can be the Chairman or a designee				
<u>At-Large</u>				
Kelvin Farmer 6450 Touchstone Drive Fayetteville, NC 28304 322-1716/884-0477	12/20	2nd	Nov/23 11/30/23	No
Dymond Spain (B/F) 7203 Ryan Street Fayetteville, NC 28301 919-536-9813(H)/745-9360(W) dymondspain@gmail.com	1/22	1 st	Nov/24 11/30/24	Yes
Dohn Broadwell Jr. (W/M) 1600 Rock Hill Road Eastover, NC 28312 931-1104/484-5193 dbbwell@gmail.com	12/19	2nd	Nov/22 11/30/22	No

**A copy of the interlocal agreement approved by the Board of Commissioners on September 21, 2015 is in the file.

***Per Article II, Section 2.4 of the Bylaws of the FCEDC "The terms of all appointed directors shall commence on the first Monday in December in the year of their appointments".

Contact: Robert Van Geons, President/CEO 910-500-6464/ Jasmin Ellis

Meetings: 2nd Tuesday monthly at 8:00 a.m. at 201 Hay Street, R. B. Williams Building, Ste 401A Fayetteville, NC

APPLICANTS
FAYETTEVILLE/CUMBERLAND COUNTY ECONOMIC DEVELOPMENT CORPORATION

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
ALLEN, KRISTIE (W/F) 2285 WILMINGTON HWY FAYETTEVILLE, NC 28306 910-273-6122 H/M 910 426-6683 W KRISTIE.ALLEN@TWOMEN.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: AT-LARGE	MOVING COMPANY-MULTI UNIT FRANCHISE	BA ON POLITICAL SCIENCE
BENAVENTE, MARIO (LATINO/ASIAN/M) 3549 HASTINGS DRIVE FAYETTEVILLE NC 28311 910-551-5659 MBFNC14@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: AT-LARGE ** Current City of Fayetteville Council Member**	LAW STUDENT NCCU SCHOOL OF LAW	CURRENT STUDENT
BOSTOCK, CHRISTOPHER (W/M) 424 KINGSFORD RD FAYETTEVILLE NC 28314 273-4936/486-0415 CBOSTOCK@NC.RR.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: AT-LARGE	WEALTH MANAGEMENT MERRILL LYNCH	BSIM
BROWN, PAULA (B/F) 3500 BENNETT DRIVE FAYETTEVILLE NC 28301 703-8399/709-8595/483-0153 PHOWARD924@YAHOO.COM Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: NO CATEGORY: AT-LARGE	RETIRED	MASTERS-ED

APPLICANTS
FAYETTEVILLE/CUMBERLAND COUNTY ECONOMIC DEVELOPMENT CORPORATION Page 2

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
CHOI, JOSHUA (A/M) 2635 EDMONTON ROAD FAYETTEVILLE, NC 28304 910-916-7015 @WINTERBLOOMTEA.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: AT-LARGE	OWNER/WINTER BLOOM TEA	BA SOCIOLOGY
COVINGTON, QUDERRICK (B/M) 1457 FERNDILL DRIVE FAYETTEVILLE, NC 28314 910-584-2886 ED@TULSANONPROFIT.ORG Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	CHIEF DIVERSITY OFFICER INSTITUTE OF OCEANOGRAPHY	FSU
CUTTER, FREDERICK IV (M) 1920 RAYCONDA RD APT. 203 FAYETTEVILLE, NC 28304 910-494-1025 fcutter678@yahoo.com Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: AT-LARGE	SELF-EMPLOYED FWC FINANCIAL	DID NOT PROVIDE
GRICE, KIMBERLY (B/F) 351 WAGONER DRIVE STE 402 FAYETTEVILLE NC 28301 910-303-6917 KGRICE@AUTISMSOCIETY-NC.ORG Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: AT-LARGE	EMPLOYMENT SERVICES COORDINATOR AUTISM SOCIETY OF NC	MS-HUMAN SVCS BACHELORS

APPLICANTS
FAYETTEVILLE/CUMBERLAND COUNTY ECONOMIC DEVELOPMENT CORPORATION Page 3

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
HALL, ZONDRA (-/F) 705 CAMWHEEL DRIVE HOPE MILLS, NC 28348 910-745-2497 ZONDRAR@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	REALTOR	
CATEGORY: GENERAL PUBLIC		
IRIZARRY, FERDINAND (H/M) 2506 ELMHURST DRIVE FAYETTEVILLE, NC 28304 910-850-5424 FIRIZARY@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO	CEO/PRINCIPAL	BA, MPA
KEITH, THOMAS J (W/M) 121 S COOL SPRING ST FAYETTEVILLE NC 28301 483-4780/323-3222/850-3222 TJK@KEITHVALUATION.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: YES Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	TOM KEITH & ASSOCIATES COMMERICAL & INDUSTRIAL APPRAISER	BS, MAI
CATEGORY: AT-LARGE		
KRAKOVER, BRIAN Dr. (W/M) COMMONWEALTH 401 HARLOW DRIVE FAYETTEVILLE, NC 28314 910-366-7116 BKRAK@CAPEFEARVALLEY.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	EMERGENCY PHYSICIAN CAPE FEAR VALLEY MEDICAL CENTER	MC- VIRGINIA UNIVERSITY
CATEGORY: At Large		

APPLICANTS
FAYETTEVILLE/CUMBERLAND COUNTY ECONOMIC DEVELOPMENT CORPORATION Page 4

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
KNOX, ELLA (B/F) 245 DUSTY LANE LINDEN NC 28356 910-753-4210 EKNOX@BTEENTERPRIZE.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: AT-LARGE	QUALITY ASSURANCE & CUSTOMER SERVICE	BS-HUMAN DEVELOPMENT
LANTHORN, JOHN 6841 MAIN STREET, WADE, NC 28395 910-850-8453 JOHNNY.LANTHORN@FAYPWC.COM Graduate-County Citizens' Academy: YES Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: At-large **CURRENT TOWN OF WADE COMMISSIONER**(12/23)	MAINTENANCE SUPERVISOR PWC	COMMUNITY COLLEGE
LASSITER, HAROLD (B/M) 1614 GILMORE ST FAYETTEVILLE NC 28301 919-996-0178 HAROLD.LASSITER@YAHOO.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: AT-LARGE	INSURANCE & BUSINESS CONSULTANT	COLLEGE
LONG, MICHAEL J (W/M) 5308 Bella Farms Ct. Godwin, NC 28344 910-434-4123 (W) 910-476-6582 (M) Longmj13@gmail.com Graduate-County Citizens' Academy: Yes Graduate-Institute for Community Leadership: No Graduate-Leadership Fayetteville: No Graduate-United Way's Multi-Cultural Leadership Program: Yes Graduate-other leadership academy: No CATEGORY: AT LARGE		

APPLICANTS
FAYETTEVILLE/CUMBERLAND COUNTY ECONOMIC DEVELOPMENT CORPORATION Page 5

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
MABE, S. AARON (-/M) 7018 BYERLY DRIVE HOPE MILLS NC 28348 670-3497 AMABE221@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: AT-LARGE	CCP/DUAL ENROLLMENT FTCC	MSW-MASTERS-ED
MARIHUGH, SCOTT (W/M) 1640 WOODFIELD RD FAYETTEVILLE NC 28303 253-948-8849 SMARIHUGH@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: AT-LARGE	FINANCIAL MANAGEMENT US ARMY	BS/MBA
MCCALLMAN, TAYLOR (W/-) 3319 QUARRY DRIVE FAYETTEVILLE, NC 28303 910-964-6902 TGM@BEAVERCOURIE.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: MILLENIAL ADVISORY COMMISSION CATEGORY: AT-LARGE	ATTORNEY BEAVER COURIE ATTYS AT LAW	COLLEGE
MCENTIRE, RASHAD (B/M) 2240 MANNINGTON DRIVE FAYETTEVILLE, NC 28306 706-763-0632 RASHADMCENTIRE@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: AT-LARGE	CES EVALUATIONS	MBA

APPLICANTS
FAYETTEVILLE/CUMBERLAND COUNTY ECONOMIC DEVELOPMENT CORPORATION Page 6

NAME/ADDRESS/TELEPHONE	OCCUPATION	EDUCATIONAL BACKGROUND
MCNEILL, TERESA R. (-/-) 3918 METEOR DRIVE HOPE MILLS NC 28348 568-9698/483-3648 RMCNEILL@FMHANC.ORG Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: YES Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: NO CATEGORY: AT-LARGE	COMPUTER SYSTEM ANALYST FAY METROPOLITAN HOUSING AUTHORITY	PHD/MASTERS
MINER, JOHN (B/M) 4020 BAYWOOD POINT DRIVE FAYETTEVILLE, NC 28312 910-583-4466 (M) 910-935-0015 (W) Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: YES Graduate-other leadership academy: NO CATEGORY: At-LARGE	CEO, EMPACT ONE FOUNDATION	GED/SOME COLLEGE
MOORE, BENJAMIN (B/M) 5419 CEDAR CREEK RD FAYETTEVILLE NC 28312 804-593-8237/433-1657 BMOORE@CI.FAY.NC.US Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: CITY OF FAYETTEVILLE LEADERSHIP ACADEMY CATEGORY: AT-LARGE	ENGINEERING SPECIALIST II CITY OF FAYETTEVILLE	COLLEGE LISTED
NICHOLSON, STEPHERIA(B/F) 6010 CHESHIRE COURT FAYETTEVILLE, NC 28314 910-491-5562 (H) 202-904-7108 (C) 910 672-1597 (W) SLHNAKA@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: YES, CUMBERLAND COUNTY LEADERSHIP ACADEMY CATEGORY: AT-LARGE	PRE-BUSINESS DIRECTOR HEALTHCARE LECTURER	PUBLIC HEALTH STRATEGIC PLANNING AND EVALUATION FAYETTEVILLE STATE UNIVERSITY

APPLICANTS
FAYETTEVILLE/CUMBERLAND COUNTY ECONOMIC DEVELOPMENT CORPORATION Page 7

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
PELAEZ, LINDSEY (W/F) 2824 MORGANTON RD FAYETTEVILLE, NC 28303 910-670-9087 910-644-8930 LINDSEYPELAEZ@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: AT-LARGE	BUSINESS OWNER	BS MARKETING & RESORT MANAGEMENT
PROFFITT, JONATHAN (-/-) 318 LIONSHEAD RD FAYETTEVILLE, NC 28311 253-209-3585 H 910-853-1091 M 910-488-7535 W JONATHAN.PROFFITT@EDWARDJONES.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	FINANCIAL ADVISOR	MASTERS
SILVERMAN, GARY A (W/M) 1174 DERBYSHIRE ROAD FAYETTEVILLE NC 28314 910-574-9952 GSILVERMAN001@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: US ARMY LEADERSHIP COURSES CATEGORY: AT-LARGE Currently appointed to Cumberland County Industrial Facilities and Pollution Control Financing	LT COLONEL US ARMY RETIRED/PT INSTRUCTOR	BS, AS
SIMON, TYRONE (-/M) 3027 BLOCKADE RUNNER DRIVE FAYETTEVILLE, NC 28306 803-528-7106 (Cell) 803-528-7106 (W) STAYFOCUS74u@YAHOO.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: GENERAL PUBLIC	PROFESSIONAL REALTOR	MASTERS-HUMAN RESOURCES

APPLICANTS

FAYETTEVILLE/CUMBERLAND COUNTY ECONOMIC DEVELOPMENT CORPORATION Page 8

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
SMITH, AMANDA (W/F) 1001 BROOK STREET FAYETTEVILLE, NC 28305 910-308-3847 SOLDWITHAMANDASMITH@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NC REALTORS WILLIAM C BASS LEADERSHIP ACADEMY CATEGORY: AT-LARGE	REAL ESTATE BROKER	BS- BUS. MGMT.
SPAIN, DYMOND 7230 RYAN STREET FAYETTEVILLE, NC 28301 919-536-9813(H)/745-9360(W) DYMONDSPAIN@GMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO Serving on City of Fayetteville Ethics Commission (Chairman's term ends 3-31-24) CATEGORY: AT-LARGE	ATTORNEY	JURIS DOCTORATE
SPENCER, CARA (W/F) 2447 RIVER ROAD FAYETTEVILLE NC 28312 303-5807/321-7735 CSPENCER@SYSTELOA.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO CATEGORY: AT-LARGE	BUSINESS OWNER/INVESTOR SYSTEM BUSINESS EQUIPMENT	BACHELORS
TWADDELL, ROBERT DC (W/M) 1332 BRAGG BLVD. FAYETTEVILLE, NC 28301 257-7246(H/M)/303-2690(W) DOCTOR@AHEALTHYBACK.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: SERVES POSITION ON CHIROPRACTIC ADVANTAGE CATEGORY: AT-LARGE	CHIROPRACTOR	DC DOCTOR OF CHIROPRACTIC MEDICINE

APPLICANTS

FAYETTEVILLE/CUMBERLAND COUNTY ECONOMIC DEVELOPMENT CORPORATION Page 9

<u>NAME/ADDRESS/TELEPHONE</u>	<u>OCCUPATION</u>	<u>EDUCATIONAL BACKGROUND</u>
WRIGHT, DAKOTA WAYNE (-/-) 3431 REGIMENT DRIVE FAYETTEVILLE NC 28303 919-770-3783 KOTA03WRIGHT@HOTMAIL.COM Graduate-County Citizens' Academy: NO Graduate-Institute for Community Leadership: NO Graduate-Leadership Fayetteville: NO Graduate-United Way's Multi-Cultural Leadership Program: NO Graduate-other leadership academy: NO	US ARMY	BS – POLITICAL SCIENCE

CATEGORY: AT-LARGE

Currently appointed to Cumberland County Industrial Facilities and Pollution Control Financing



CLERK TO THE BOARD OF COMMISSIONERS

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 1, 2023

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 5/1/2023

SUBJECT: JURY COMMISSION (1 VACANCY)

BACKGROUND

At the April 17, 2023, the Board of Commissioners nominated the following individual to fill the one (1) vacancy on the Jury Commission.

NOMINEE:

Katharine Marable

The membership roster is attached.

RECOMMENDATION / PROPOSED ACTION

Appoint individual to fill the one (1) vacancy on the Jury Commission.

ATTACHMENTS:

Description

Jury Commission Roster

Type

Backup Material

JURY COMMISSION

2 Year Term

<u>Name/Address</u>	<u>Date Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Eligible For Reappointment</u>
Scott Flowers 4317 Ramsey Street Fayetteville, NC 28311 910-864-6888	8/21	2nd	August/23 6/30/23	No

Perry Evans – Clerk of Court's Appointee
Perry Evans Phone Number: 910-551-6309

Gary Weller – Judge Ammons' Appointee

(The other two are appointed (1) by the Senior Resident Superior Court Judge and (1) by the Clerk of Superior Court.)

Contact: Ryan Ikeya at 475-3266 ryan.b.ikeya@nccourts.org
Ellen B. Hancox, Trial Court Administrator – 475-3271, fax # 678-2975

(annual invoice goes to Budget Division for payment)

No regular meeting schedule. (Usually meet in September and November.)