
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE- ROOM 118
DECEMBER 16, 2024
6:45 PM

INVOCATION - Commissioner Jeannette Council

PLEDGE OF ALLEGIANCE -

RECOGNITIONS

Clifton McNeill, Jr., 2024 Cumberland County Agricultural Hall of Fame Inductee

Farm Bureau 2024 Young Farmer of the Year Kevin Riddle

Jim Hartman, 2024 Small Farmer of the Year

Budget and Performance Department Recipients for Receiving the North Carolina Local Government Budget Officer Certification

Gathany Smith, Budget & Management Analyst II

Ashley Brewington, Budget and Management Analyst II

Chief of Staff for Receiving the North Carolina Local Government Budget Officer Certification

Tye Vaught, Chief of Staff

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA

2. CONSENT AGENDA

A. Approval of The Health Departments Delinquent Accounts to Be Turned Over for Bad Debt Write Off

B. Approval to Pay Prior Year Invoices

C. Approval to Pay Prior Year Invoices

D. Approval Subrecipient Agreement Amendment with Fayetteville Technical Community College for the Hope, Opportunity, Prosperity through Education (H.O.P.E.) Program

E. Approval of Contract Amendment with Fayetteville State University's (FSU) Fayetteville-Cumberland Regional Entrepreneur and Business HUB

F. Grant of New Lease to Cumberland County Communicare, Inc.

G. Approval of American Rescue Plan Grant Project Ordinance Amendment #B250829

H. Approval of Budget Ordinance Amendments for the December 16, 2024 Board of Commissioners' Agenda

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

1. Settlement with NCDOT for Condemnation of Right of Way on Camden Road Convenience Center and Approval of Associated Budget Ordinance Amendment #B250350
2. Purchase of a Fuel Truck for the Solid Waste Department
3. Service Agreement with Smith Gardner, Inc. for Ann Street Landfill Transfer Station Design
4. Purchase of a Yard Spotter for the Solid Waste Department
5. Proposed Changes to the Board of Commissioners Board and Committees

3. PUBLIC HEARINGS

Rezoning Cases

- A. CASE # ZON-24-0027 **CASE WITHDRAWN BY APPLICANT ON 12/5/24 AFTER IT WAS PUBLICLY ADVERTISED**

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

5. NOMINATIONS **There are No Nominations for This Meeting**

6. APPOINTMENTS

- A. Civic Center Commission (4 Vacancies)

7. CLOSED SESSION: If Needed

ADJOURN

REGULAR BOARD MEETINGS:

**January 6, 2025 (Monday) 9:00 AM
January 21, 2025 (Tuesday) 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



OFFICE OF THE COUNTY MANAGER

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 16,
2024**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CLARENCE GRIER, COUNTY MANAGER

DATE: 12/11/2024

**SUBJECT: CLIFTON MCNEILL, JR., 2024 CUMBERLAND COUNTY
AGRICULTURAL HALL OF FAME INDUCTEE**

BACKGROUND

Clifton McNeill Jr. was inducted into the Cumberland County Agricultural Hall of Fame on November 22, 2024, during a morning ceremony at the Judge E. Maurice Braswell Cumberland County Courthouse. Mr. McNeill was later recognized during the annual Farm City luncheon hosted by the Kiwanis Club of Fayetteville.

Mr. McNeill grew up on a family farm in Gray's Creek. He is a 1967 graduate of Gray's Creek High School and in 1971 earned an agricultural engineering degree from North Carolina State University. During his time at N.C. State, he gained practical experience working part-time with the N.C. Department of Agriculture. After graduating, Mr. McNeill began a 30-year career with the N.C. Department of Transportation.

Mr. McNeill continued to support the McNeill family farm, which has been in the family since the land was granted by the King of England. While the farm traditionally grew tobacco, McNeill and his father, Clifton McNeill Sr., shifted to growing potatoes, cabbage, strawberries and greenhouse tomatoes, pioneering a pick-your-own operation that became a popular local tradition.

Clifton McNeill Sr. was inducted into the Cumberland County Agricultural Hall of Fame in 1997.

The McNeill Strawberry Farm, located off Chickenfoot Rd., has become an iconic fixture in Cumberland County. In the latter part of his career, Mr. McNeill scaled back his farming activities to focus on his father's health. Despite stepping back from day-to-day operations, he stayed involved in the agriculture community, serving on the Farm Advisory Board for Cumberland County.

Since Gray's Creek High School opened in 2003, he has been a steadfast supporter of the FFA program,

contributing through grant funding, providing student access to his farm for educational purposes and offering his time and expertise.

Mr. McNeill has served on various boards and committees including the Cumberland County Board of Adjustment, Cumberland County Planning Board and the South River Electric Membership Board of Directors. He was a member of the Gray's Creek Ruritan Club and helped establish the kids' baseball league in Gray's Creek.

Mr. McNeill served on the Cumberland County Soil and Water Conservation District Board of Supervisors for 12 years before retiring in December 2023.

RECOMMENDATION / PROPOSED ACTION

Recognize and congratulate Clifton McNeill, Jr., as the 2024 Cumberland County Agricultural Hall of Fame Inductee.



OFFICE OF THE COUNTY MANAGER

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 16,
2024**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CLARENCE GRIER, COUNTY MANAGER

DATE: 12/11/2024

SUBJECT: FARM BUREAU 2024 YOUNG FARMER OF THE YEAR KEVIN RIDDLE

BACKGROUND

Kevin Riddle is the 2024 Cumberland County Farm Bureau Outstanding Young Farmer of the Year.

The son of Britt and Jackie Riddle, he grew up in the Gray's Creek community and continues to live there with his family, Dana and Addison.

From a young age, he developed an interest in equipment and spent many of his preteen and teen years working with James Autry at Autry Farms.

A 2007 graduate of Gray's Creek High School, he was a charter member of the school's FFA Chapter. After high school, he worked with the family business and the re-establishment of the family farm. Working with his father, the family grows various row crops and summer produce.

In 2016, Mr. Riddle began growing strawberries and successfully reopened the McNeill Strawberry Patch, under the mentorship and support of Clifton McNeill Jr.

Mr. Riddle currently serves on the Cumberland County Soil and Water Conservation District Board of Supervisors.

RECOMMENDATION / PROPOSED ACTION

Recognize and congratulate Kevin Riddle as the 2024 Farm Bureau Young Farmer of the Year.



OFFICE OF THE COUNTY MANAGER

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 16,
2024**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CLARENCE GRIER, COUNTY MANAGER

DATE: 12/11/2024

SUBJECT: JIM HARTMAN, 2024 SMALL FARMER OF THE YEAR

BACKGROUND

Jim Hartman was selected as the 2024 N.C. Small Farmer of the Year by North Carolina Agricultural and Technical State University. He is the founder and owner of Secret Garden Bees, a honey and jelly farm in the Linden community with sales spanning 24 states and products found in over 170 stores.

His farm is a Small Business Administration (SBA) Service-Disabled Veteran-Owned Small Business and a N.C. Historically Underutilized Business. Before establishing the farm, Mr. Hartman served 10 years in the Army, first in the Field Artillery and then serving as an EOD (Bomb Disposal) Technician. He left the Army in 2008 after his second tour in Iraq and began a 14-year career in project management.

Mr. Hartman volunteers his spare time with the County "Boots to Agriculture" program, the Cumberland County Soldiers to Agriculture Program, and the Veterans Farm of N.C. teaching other veterans how to get started in the agricultural industry. He also serves on the N.C. State Workforce Development Commission, and the N.C. Farm Bureau state Apiary advisory committee.

On March 28, 2025, Mr. Hartman will be honored for this outstanding accomplishment during the Small Farms Week closing ceremony that will be held in Cumberland County.

RECOMMENDATION / PROPOSED ACTION

Recognize and congratulate Jim Hartman as the 2024 Small Farmer of the Year.



OFFICE OF THE COUNTY MANAGER

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 16,
2024**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CLARENCE GRIER, COUNTY MANAGER

DATE: 12/10/2024

**SUBJECT: BUDGET AND PERFORMANCE DEPARTMENT RECIPIENTS FOR
RECEIVING THE NORTH CAROLINA LOCAL GOVERNMENT
BUDGET OFFICER CERTIFICATION**

BACKGROUND

The Certified Local Government Budget Officers Program is designed to enhance the local government budget profession in North Carolina. The North Carolina Local Government Budget Association (NCLGBA) is in partnership with the UNC School of Government (SOG). Since 2009, the program has recognized individual achievement for an established level of knowledge on the topics of budgeting, performance, and evaluation.

Certification is achieved through a combination of professional experience and/or education, continuing professional education (CPE) requirements, and successful completion (score of at least 80%) of three examinations in the public budgeting field:

- Local Government Budgeting
- Capital Financing
- Performance Measurement & Management

Individuals who meet these standards of professional experience, courses, and exams are designated as Certified Local Government Budget Officers (CLGBO) by the North Carolina Local Government Budget Association (NCLGBA). An important aspect of this endeavor is that the certification program is consistent with the goals of the NCLGBA:

- To strengthen communications and provide opportunities for professional growth and development through the exchange of ideas;

- To investigate, study, discuss, and recommend improvements in the application of budget and evaluation methods;
- To collect, compile, and distribute pertinent information about the administration of budget responsibilities; and
- To promote, sponsor, and conduct training and education programs through the participation in Association-sponsored events and meetings.

RECOMMENDATION / PROPOSED ACTION

Recognize and congratulate Budget and Performance Department recipients for receiving the North Carolina Local Government Budget Officer Certification.



OFFICE OF THE COUNTY MANAGER

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 16,
2024**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CLARENCE GRIER, COUNTY MANAGER

DATE: 12/10/2024

**SUBJECT: CHIEF OF STAFF FOR RECEIVING THE NORTH CAROLINA LOCAL
GOVERNMENT BUDGET OFFICER CERTIFICATION**

BACKGROUND

The Certified Local Government Budget Officers Program is designed to enhance the local government budget profession in North Carolina. The North Carolina Local Government Budget Association (NCLGBA) is in partnership with the UNC School of Government (SOG). Since 2009, the program has recognized individual achievement for an established level of knowledge on the topics of budgeting, performance, and evaluation.

Certification is achieved through a combination of professional experience and/or education, continuing professional education (CPE) requirements, and successful completion (score of at least 80%) of three examinations in the public budgeting field:

- Local Government Budgeting
- Capital Financing
- Performance Measurement & Management

Individuals who meet these standards of professional experience, courses, and exams are designated as Certified Local Government Budget Officers (CLGBO) by the North Carolina Local Government Budget Association (NCLGBA). An important aspect of this endeavor is that the certification program is consistent with the goals of the NCLGBA:

- To strengthen communications and provide opportunities for professional growth and development through the exchange of ideas;
- To investigate, study, discuss, and recommend improvements in the application of budget and evaluation

methods;

- To collect, compile, and distribute pertinent information about the administration of budget responsibilities; and
- To promote, sponsor, and conduct training and education programs through the participation in Association-sponsored events and meetings.

RECOMMENDATION / PROPOSED ACTION

Recognize and congratulate Tye Vaught, Chief of Staff for receiving the North Carolina Local Government Budget Officer Certification.



DEPARTMENT OF PUBLIC HEALTH

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 16,
2024**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DR. JENNIFER GREEN, PUBLIC HEALTH DIRECTOR

DATE: 11/20/2024

**SUBJECT: APPROVAL OF THE HEALTH DEPARTMENTS DELINQUENT
ACCOUNTS TO BE TURNED OVER FOR BAD DEBT WRITE OFF**

BACKGROUND

At the Board of Health meeting on November 19, 2024, the Board approved writing off a total of \$4,053.06 as bad debts. The bad debt accounts with balances of \$50.00 or higher, are sent to the North Carolina Debt Setoff Clearinghouse. This program can attach to a debtors' North Carolina State Income Tax Refund and/or Education lottery winnings for payment of bad debts. The accounts with balances under \$50.00 will continue to be worked for collection through our in-house collection efforts. The accounts listed are 90 days or older as of September 24, 2024. This write-off of bad debts is compliant with the Cumberland County Health Department's Debt Collection Policy 02-03 to write off bad debts every quarter.

RECOMMENDATION / PROPOSED ACTION

Approve write-off of \$4,053.06 bad debts to the North Carolina Debt Set-Off Program.

ATTACHMENTS:

Description	Type
Deliquent Accounts To Be Turned Over For Collection	Backup Material

**CUMBERLAND COUNTY DEPARTMENT
OF PUBLIC HEALTH
DELINQUENT ACCOUNTS TO BE TURNED OVER FOR COLLECTION
BAD DEBT WRITE OFF #74
November 1, 2024**

PROGRAM	AMOUNT
ADULT HEALTH	\$0.00
CHILD HEALTH CLINIC	\$1,366.00
FAMILY PLANNING CLINIC	\$1,591.26
IMMUNIZATIONS	\$959.00
MATERNAL HEALTH CLINIC	\$136.80
TOTAL	\$4,053.06

All bad debt accounts with balances of \$50.00 or higher, will be sent to the North Carolina Debt Set-Off Program, which can attach a debtor's State Income Tax Refund for payment of bad debts.

The above accounts are 90 days old or older as of 9/30/2024



FINANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ROBIN M. KOONCE, FINANCE DIRECTOR AND CHIEF FINANCIAL OFFICER

DATE: 11/18/2024

SUBJECT: APPROVAL TO PAY PRIOR YEAR INVOICES

BACKGROUND

There is a period of time after June 30th of fiscal year-end in which transactions of the prior fiscal year will continue to be processed (typically until the third week in August). After that cutoff date has passed, a department may still receive a vendor invoice that is payable for services that were rendered, or goods were received in the prior fiscal year. When that occurs, approval by the Board of Commissioners is required prior to payment. The following departmental invoices meet those criteria:

Department	Vendor	Invoice Date/Services Rendered	Amount
Social Services	Tonya Lee	April 23-26, 2024	\$187.20
Social Services	Veronica Miller	June 28-30, 2024	\$74.20
Social Services	Bordeaux Creative School	June 1, 2024	\$895.00
Social Services Total			\$1,156.40
Print, Mail, & Design	Systel Business Equipment	March 29-June 28, 2024	\$1,149.49
Print, Mail, & Design Total			\$1,149.49
Planning & Inspections	Johnson, Mirmiran & Thompson (JMT)	April and May 2024	\$8,517.60
Planning & Inspections Total			\$8,517.60

RECOMMENDATION / PROPOSED ACTION

Management requests approval to pay prior year invoices for Social Services totaling \$1,156.40, Print, Mail & Design invoices totaling \$1,149.49, and Planning & Inspections invoices totaling \$8,517.60.

ATTACHMENTS:

Description	Type
Prior Year Invoice - Planning and Inspections	Backup Material
Prior Year Invoice - Social Services	Backup Material
Prior Year Invoice - Social Services	Backup Material
Prior Year Invoice - Print, Mail and Design	Backup Material




CUMBERLAND COUNTY

NORTH CAROLINA

Planning & Inspections Department

MEMORANDUM

TO: ROBIN DEAVER, DIRECTOR OF FINANCE

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING & INSPECTIONS 

DATE: NOVEMBER 18, 2024

SUBJECT: REQUESTING PAYMENT OF A PRIOR FY24 INVOICE FROM CURRENT FY25 BUDGET.

Planning and Inspections is requesting payment of a 2 prior FY24 invoices from Johnson, Mirmiran & Thompson (JMT). Specifically, invoice # 3-235790 for \$4258.80, and 2-33300 for \$4258.80 to be paid with current FY25 funds (1014502-544817; ESHPF GRANT).

There has been a transition of people who handle the invoicing. These were missed and during our internal audit process, the error was discovered.

Attached you will find a copy of the invoices. The comprehensive planning manager has verified that these are accurate charges and should have been paid. No payment has been made thus far.

This payment will not impact the current year's total budget amount for the as funds have been reappropriated to FY25. No revisions are required, and the stated cost can be absorbed within the current year's budget.

Brenda Reid Jackson
Director

Dawn Oxendine
Assistant Director
Legal Services

Donnie Perry
Division Director
Business Operations



CUMBERLAND COUNTY

NORTH CAROLINA

Department of Social Services

Kristin Bonoyer
Assistant Director
Social Work Services

Vivian Tookes
Assistant Director
Economic Services

Heike Hammer
Division Chief
Performance Management

MEMORANDUM

TO: ROBIN DEEVER, FINANCE DIRECTOR

THROUGH: BRENDA JACKSON, DIRECTOR

THROUGH: DONNIE PERRY, BUSINESS OPERATIONS DIVISION DIRECTOR
MELINDA MURRAY, BUSINESS OFFICER II – BUSINESS OPERATIONS

FROM: TIMMISHA TAYLOR, ACCOUNTING SPECIALIST I
COURTNEY WILLIAMS, ACCOUNTING TECHNICIAN IV

BRJ
11/5/24
TT
CW

DATE: November 5, 2024

SUBJECT: REQUEST TO PAY PRIOR YEAR (FY 24) INVOICES

Please approve the attached prior year invoices which were presented for payment after the deadline to pay Fiscal Year 2024 invoices.

Validation Statement: We have validated service delivery for each of the invoices attached.

Verification Statement: We have verified for each of the invoices attached that none are duplicates and have not been previously paid.

Measures of Prevention: Vendors have been counseled on the importance of submitting invoices timely. We have also strengthened additional tracking measures to easily identify when recurring vendor invoices have not been submitted.

Attachments

CUMBERLAND COUNTY DEPARTMENT of SOCIAL SERVICES

We stand united to strengthen individuals and families and to protect children and vulnerable adults...

P.O. Box 2429 | Fayetteville, North Carolina 28302-2429 | Phone: 910-677-2589 | Fax: 910-677-2886

www.ccdssnc.com

Prior Fiscal Year Invoices Presented for Payment

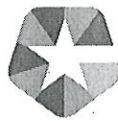
VENDOR NAME	INVOICE NUMBER	DOLLAR AMOUNT	REASON INVOICE IS LATE	IMPACT TO CURRENT FISCAL YEAR BUDGET
BORDEAUX CREATIVE SCHOOL (VENDOR #1934)		\$895.00	FINANCE DID NOT RECEIVE THE INVOICE UNTIL 9/24/2024.	CAN BE ABSORBED INTO THE BUDGET

TOTAL: \$895.00

Brenda Reid Jackson
Director

Dawn Oxendine
Assistant Director
Legal Services

Donnie Perry
Division Director
Business Operations



CUMBERLAND COUNTY

NORTH CAROLINA

Department of Social Services

Kristin Bonoyer
Assistant Director
Social Work Services

Vivian Tookes
Assistant Director
Economic Services

Heike Hammer
Division Chief
Performance Management

MEMORANDUM

TO: ROBIN DEEVER, FINANCE DIRECTOR

THROUGH: BRENDA JACKSON, DIRECTOR *[Signature]*

THROUGH: DONNIE PERRY, BUSINESS OPERATIONS DIVISION DIRECTOR *[Signature]*
 MELINDA MURRAY, BUSINESS OFFICER II – BUSINESS OPERATIONS *[Signature]*

FROM: TIMMISHA TAYLOR, ACCOUNTING SPECIALIST I *[Signature]*
 COURTNEY WILLIAMS, ACCOUNTING TECHNICIAN IV *[Signature]*

DATE: November 1, 2024

SUBJECT: REQUEST TO PAY PRIOR YEAR (FY 24) INVOICES
 Please approve the attached prior year invoices which were presented for payment after the deadline to pay Fiscal Year 2024 invoices.

Validation Statement: We have validated service delivery for each of the invoices attached.

Verification Statement: We have verified for each of the invoices attached that none are duplicates and have not been previously paid.

Measures of Prevention: Vendors have been counseled on the importance of submitting invoices timely. We have also strengthened additional tracking measures to easily identify when recurring vendor invoices have not been submitted.

Attachments

CUMBERLAND COUNTY DEPARTMENT of SOCIAL SERVICES

We stand united to strengthen individuals and families and to protect children and vulnerable adults...

P.O. Box 2429 | Fayetteville, North Carolina 28302-2429 | Phone: 910-677-2589 | Fax: 910-677-2886

Prior Fiscal Year Invoices Presented for Payment

VENDOR NAME	INVOICE NUMBER	DOLLAR AMOUNT	REASON INVOICE IS LATE	IMPACT TO CURRENT FISCAL YEAR BUDGET
TONYA LEE (VENDOR #6324)		\$187.20	FINANCE DID NOT RECEIVE THIS INVOICE UNTIL 10/28/2024.	CAN BE A SSORBED INTO THE BUDGET
VERONICA MILLER (VENDOR #5174)		\$74.20	FINANCE DID NOT RECEIVE THE INVOICE UNTIL 10/15/2024.	CAN BE A SSORBED INTO THE BUDGET

TOTAL: \$261.40

Diane B. Rice
Communications Director



Public Information Office

TO: ROBIN DEEVER, FINANCE DIRECTOR
THRU: DIANE RICE, COMMUNICATIONS DIRECTOR
FROM: CHERIBETH THOMAS, PRINT, MAIL & DESIGN MANAGER
DATE: NOVEMBER 14, 2024
SUBJECT: REQUEST TO PAY PRIOR YEAR (FY24) INVOICE

The Cumberland County Public Information Office is requesting approval of the attached prior year invoices which were presented for payment after the deadline to pay Fiscal Year 2024 invoices.

Validation Statement: We have validated service delivery for the invoices attached. Services were received prior to June 31, 2024

Verification Statement: We have verified the invoices attached are not duplicates and have not been previously paid. (ATTACHED)

Measures of Prevention: We have strengthened additional tracking measures to easily identify when recurring vendor invoices have not been submitted and have also updated department contact details with vendors.

PRIOR FISCAL YEAR INVOICE PRESENTED FOR PAYMENT:

VENDOR NAME	VENDOR #:	INVOICE #:	\$ AMOUNT	REASON INVOICE IS LATE	IMPACT TO CURRENT FISCAL YEAR BUDGET
SYSTEL	4472	3012564	1149.49	INVOICE WAS PRESENTED AFTER DEADLINE FOR FY24 INVOICE PROCESSING	Will be absorbed in FY25 Budget

Thank you for your favorable consideration of this request.



FINANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ROBIN DEEVER, FINANCE DIRECTOR AND CHIEF FINANCIAL OFFICER

DATE: 12/5/2024

SUBJECT: APPROVAL TO PAY PRIOR YEAR INVOICES

BACKGROUND

There is a period of time after June 30th of fiscal year-end in which transactions of the prior fiscal year will continue to be processed (typically until the third week in August). After that cutoff date has passed, a department may still receive a vendor invoice that is payable for services that were rendered, or goods were received in the prior fiscal year. When that occurs, approval by the Board of Commissioners is required prior to payment. The following departmental invoices meet those criteria:

<u>Department</u>	<u>Vendor</u>	<u>Invoice Date/Services Rendered</u>	<u>Amount</u>
Solid Waste	Bell's Seed Store	October 4, 2021/March 31, 2022/April 12, 2023/June 1, 2023/April 3, 2024	\$1,328.88
Soild Waste Total			\$1,328.88
Library	Mobile Communications America, INC	June 6, 2024	\$11,500.26
Library Total			\$11,500.26

RECOMMENDATION / PROPOSED ACTION

Management is requesting approval to pay prior year invoices for Solid Waste totaling \$1,328.88 and Library invoices totaling \$11,500.26.

ATTACHMENTS:


Description	Type
Prior Year Invoice - Solid Waste	Backup Material
Prior Year Invoice - Library	Backup Material



Solid Waste Management

MEMORANDUM

TO: ROBIN K. DEAVER, FINANCE DIRECTOR

FROM: AMANDA LEE, GENERAL MANAGER FOR NATURAL RESOURCES 

DATE: OCTOBER 30, 2024

SUBJECT: REQUEST TO PAY PRIOR YEAR (FY21; FY22; FY23; FY24) INVOICES

Please approve the attached prior year invoices which were presented for payment after the deadline to pay Fiscal Year 2024 invoices.

Validation: We have validated service delivery for the invoices attached.

- Bell's Seed Store – The Solid Waste Department received a request for payment on 10/25/2024 for prior year invoices. Invoice 147844 dated 10/4/2021 in the amount of \$224.16, Invoice 151229 dated 3/31/2022 in the amount of \$497.55, Invoice 159039 dated 4/12/2023 in the amount of \$89.88, Invoice 160097 dated 06/1/2023 in the amount of \$339.19 and Invoice 166645 dated 4/3/2024 in the amount of \$178.10.

Verification Statement: We have verified the invoices attached are not duplicates and have not been previously paid. (ATTACHED)

Measure of prevention: We have strengthened additional tracking measures to easier identify when recurring vendor invoices have not been submitted.

The cost of the invoices can be absorbed in this year's budget:

Invoice	Budget Org – Obj	Amount
147844	6254606 – 522210	\$224.16
151229	6254606 – 522210	\$497.55
159039	6254608 – 522210	\$ 89.88
160097	6254611 – 522210	\$339.19
166645	6254607 – 522210	\$178.10

FAITH B. PHILLIPS
ASSISTANT COUNTY MANAGER
LIBRARY DIRECTOR



HEATHER HALL
LIBRARY DEPUTY DIRECTOR

Public Library

MEMORANDUM

To: Robin Deaver, Finance Director

From: Faith Phillips, Assistant County Manager/Library Director

Date: December 2, 2024

Subject: Request to approve payment of a FY 24 invoice for Mobile Communications America, Inc

We would like to request payment for the prior year invoice number INV4070001404 for Mobile Communications America, Inc. dated 6/6/2024 totaling \$11,500.26. The project for the daycare security cameras is complete and items have been received. The invoice was received August 2, 2024, but with an inaccurate billing for equipment. After contacting the vendor multiple times via email and phone, a corrected invoice was received on October 24, 2024, but the invoice still required receipts for back-up to validate equipment charges. The receipts were received on November 18, 2024. To ensure this does not happen again, we will state that receipts are required with invoice on the purchase order to the vendor and remind vendor to send an invoice at project completion. The funds to pay this invoice will come from the FY25 daycare budget, expense line 1014195-577021-ARPCD.

Thank you for considering this request.

Attachments: Mobile Communications America, Inc Invoice, equipment receipts



AMERICAN RESCUE PLAN

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 16,
2024**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TYE VAUGHT, CHIEF OF STAFF

DATE: 12/3/2024

**SUBJECT: APPROVAL SUBRECIPIENT AGREEMENT AMENDMENT WITH
FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE FOR THE
HOPE, OPPORTUNITY, PROSPERITY THROUGH EDUCATION
(H.O.P.E.) PROGRAM**

BACKGROUND

The American Rescue Plan (ARP) Committee met on October 10, 2024, and received a request from Fayetteville Technical Community College (FTCC) to reallocate their budget associated with the H.O.P.E. program to provide employment services. The request comes in response to staffing changes within the program and the need to allocate a larger portion of the award towards student outcomes.

ARP staff have reviewed the request and supported the proposed budget reallocation, as it will not increase the contract's not-to-exceed amount. Additionally, staff recommended amending the contract date to extend through June 30, 2025, to align with the end of the current fiscal year.

The Committee voted unanimously to approve the requested changes.

RECOMMENDATION / PROPOSED ACTION

Approval of the subrecipient amendment between Cumberland County and Fayetteville Technical Community College for the operation of the Hope, Opportunity, and Prosperity through Education (H.O.P.E.) Program.

ATTACHMENTS:

Description	Type
FTCC Subrecipient Agreement Amendment I - Revised Budget	Backup Material

**SUBRECIPIENT AGREEMENT AMENDMENT I – REVISED BUDGET
 FAYETTEVILLE TECHNICAL COMMUNITY COLLEGE
 Hope, Opportunity, and Prosperity through Education (H.O.P.E) Program**

This Amendment (“Amendment 1”) to the original agreement, executed February 23, 2023, between Fayetteville Technical Community College (the “Subrecipient”) and Cumberland County (the “County”) is hereby made to support the continued operation of the H.O.P.E. Program, a partnership initiative designed to provide education and career advancement opportunities within Cumberland County.

Exhibit C: Revised Budget

The following budget shall replace the original budget in the agreement:

Cost Items	H.O.P.E. Program
Personnel (Salary and Wages)	\$230,618.00
Fringe Benefits	\$72,915.00
Participant Support Cost - Stipend	\$709,311.00
Tuition, Fees, and Books	\$520,586.00
Wage Offset	\$387,570.00
Mentor Stipends	\$79,000.00
Total Project Budget	\$2,000,000.00

Work-Based Learning (Internship) Opportunities

The original agreement’s work-based learning component, previously requiring a fixed 60 hours, is hereby amended to allow for a range of 60-120 hours. This range accommodates the complexity of various roles and provides flexibility to meet the learning objectives required for a comprehensive experience.

Hourly Wage

The hourly wage for work-based learning is amended from a fixed rate of \$20 per hour to a flexible rate range of \$15-20 per hour. This adjustment provides necessary flexibility to manage the program budget effectively and align compensation with differing levels of responsibility across internship roles.

Subaward Period of Performance End Date

The Subaward Period of Performance end date is amended from March 31, 2025, to June 30, 2025, to remain consistent with ending of the County’s Fiscal Year 2025.

Signatures

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first written above.

ATTEST:

CUMBERLAND COUNTY, NORTH CAROLINA
By:

Andrea Tebbe, Clerk to the Board

Kirk deViere, Chair, Board of Commissioners

Date: _____

Date: _____

FAYETTEVILLE TECHNICAL COMMUNITY
COLLEGE, SUBRECIPIENT
By:

Mark A. Sorrells
Dr. Mark Sorrells (Nov 21, 2024 15:52 EST)

Dr. Mark Sorrells, President

Date: Nov 21, 2024

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

Robin Deaver
Robin Deaver, County Finance Officer

Approved for legal sufficiency upon
execution by the parties.

Chiffa 12/3/24
Rickey L. Moorefield, County Attorney
by Christopher L. Carr, Ass. County Atty.



AMERICAN RESCUE PLAN

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 16,
2024**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TYE VAUGHT, CHIEF OF STAFF

DATE: 12/5/2024

**SUBJECT: APPROVAL OF CONTRACT AMENDMENT WITH FAYETTEVILLE
STATE UNIVERSITY'S (FSU) FAYETTEVILLE-CUMBERLAND
REGIONAL ENTREPRENEUR AND BUSINESS HUB**

BACKGROUND

The American Rescue Plan (ARP) Committee met on October 10, 2024, and received a request from Fayetteville State University (FSU) to reallocate their budget associated with the Fayetteville-Cumberland Regional Entrepreneur and Business HUB program to better align with their current needs and goals.

ARP staff have reviewed the request and supported the proposed budget reallocation, as it will not increase the contract's not-to-exceed amount.

The Committee voted unanimously to approve the requested changes.

RECOMMENDATION / PROPOSED ACTION

Approval of the contract amendment between Cumberland County and Fayetteville State University for the operation of the Fayetteville-Cumberland Regional Entrepreneur and Business HUB.

ATTACHMENTS:

Description	Type
FSU HUB Contract Amendment I - Revised Budget	Backup Material

**CONTRACT AMENDMENT I – REVISED BUDGET
FAYETTEVILLE STATE UNIVERSITY
Fayetteville-Cumberland Regional Entrepreneur & Business HUB**

This Amendment ("Amendment 1") to the original agreement, executed June 19, 2023, between Fayetteville State University and Cumberland County is hereby made to support the continued operation of Fayetteville State University's Innovation and Entrepreneurship Hub, a partnership initiative designed to provide education and career advancement opportunities in within Cumberland County.

Exhibit 2: Revised Budget

The following budget shall replace the original budget in the agreement:

Pool-Purchased Contractual Services - to include service agreements with presenters, security, catering, information technology services, and marketing	\$127,500.00
Pool-Purchased Other Services - to include printers, relevant registrations, travel, telephone, postage, and software subscriptions	\$50,000.00
Pool- Budget Supplies - to include office supplies, janitorial supplies, uniform supplies, and educational supplies	\$22,500.00
Pool-Property Plant-Equipment - to include furniture, computer/TV/plotter, audio-visual, and maintenance	\$50,000.00
Total County Funding Project Budget:	\$250,000.00

CONTRACT #2024177

Signatures

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first written above.

ATTEST:

CUMBERLAND COUNTY, NORTH CAROLINA

By:

Andrea Tebbe, Clerk to the Board

Kirk deViere, Chairman
Board of County Commissioners

Date: _____

Date: _____

FAYETTEVILLE STATE UNIVERSITY

By:

Darrell T. Allison, Chancellor

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

Approved for Legal Sufficiency
Upon Execution by All Parties

By: _____
Robin Koonce, County Finance Director

By: _____
County Attorney's Office



OFFICE OF THE COUNTY ATTORNEY

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 16,
2024**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 12/6/2024

**SUBJECT: GRANT OF NEW LEASE TO CUMBERLAND COUNTY
COMMUNICARE, INC.**

BACKGROUND

At its November 14, 2024, Agenda Session, the board adopted a resolution of intent to grant a new lease with Cumberland County Communicare, Inc., at a new rental rate of \$15 per square foot for a term of three years. The last lease expired June 30, 2024. Communicare has remained in the space as a holdover tenant under the same lease terms. The board decided to adopt a leasing policy before renewing Communicare's lease. The policy was adopted in September. Communicare reported that it could not afford the full rent increase in its current budget. Communicare has agreed to start the new lease January 1 at the new rental rate established by the leasing policy for a term of six months with a renewal term of six months to give it time to seek another location. Under the leasing policy the new lease terms will be as follows:

Premises: 14,494 square feet of office space and joint use of parking lot at 109 Bradford Avenue

Lessee: Cumberland County Communicare, Inc., a non-profit corporation

Use: office space for administering social services/juvenile crime prevention programs

Term: 6 months years commencing January 1, 2025

Rent: \$217,410 annually (\$15 per square foot)

Utilities: provided by Lessor

Janitorial: provided by Lessor

Early Termination Provision: none

Renewal Terms: six months ending December 31, 2025, upon notice before April 1, 2025

Leases of a year or less are not subject to the publication of notice of intent.

RECOMMENDATION / PROPOSED ACTION

To continue the lease of these premises to Communicare, under these new terms, the county attorney recommends the board adopt the following resolution:

Cumberland County Board of Commissioners
Resolution of Intent to Lease Certain Real Property Pursuant to N.C.G.S. § 160A-272

Whereas, the Cumberland County Board of Commissioners finds that certain real property consisting of approximately 14,494 square feet of office space and joint use of the parking lot located at 109 Bradford Avenue, Fayetteville, will not be needed for government purposes before December 31, 2025; and

Whereas, the board further finds the best use of these premises is to continue leasing the same to Cumberland County Communicare, Inc., a nonprofit corporation, for a term of six months with one renewal term of six months for the continued administration of social services and juvenile crime prevention services at an annual rental of \$217,410, in accordance with the terms set forth in the attached lease.

Be it resolved that the board of commissioners does grant the attached lease to Cumberland County Communicare, Inc., a nonprofit corporation, in accordance with the terms and provisions set forth therein.

Be it further resolved that the county manager is authorized to sign this lease on behalf of the county.

Adopted December 16, 2024.

ATTACHMENTS:

Description	Type
Communicare 2024 Lease	Backup Material

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

LEASE AGREEMENT

Publication of Notice of Intent not required

Approved by the Board of Commissioners December 16, 2024

This Lease Agreement, made and entered to be effective July 1, 2024, by and between the **County of Cumberland**, a body politic and corporate of the State of North Carolina, hereinafter referred to as "LESSOR", and **Cumberland County Communicare, Inc.**, a non-profit North Carolina corporation with a place of business at 109 Bradford Avenue, Fayetteville, North Carolina, hereinafter referred to as "LESSEE".

WITNESSETH:

THAT for and in consideration of the mutual promises contained herein and subject to the terms and conditions hereinafter set forth or referred to, LESSOR does hereby lease and demise to LESSEE that certain space consisting of 14,494 square feet of office space located at 109 Bradford Avenue, Fayetteville, NC, and being the same space already occupied by Lessee.

TO HAVE AND TO HOLD said property, together with all privileges and appurtenances thereto belonging including easements of ingress and egress, to the said LESSEE, under the terms and conditions hereinafter set forth:

1. TERM: The Lease shall commence January 1, 2025, and continue to June 30, 2025. LESSEE shall have a right to renew the lease for an additional six months to December 31, 2025, by giving LESSOR notice of the intent to renew by April 1, 2025.
2. RENT: The rent shall be at an annual rate of TWO HUNDRED SEVENTEEN THOUSAND, FOUR HUNDRED TEN DOLLARS (\$217,410), calculated at \$15 per square foot. The rent shall be payable in quarterly installments of FIFTY FOUR THOUSAND THREE HUNDRED FIFTY TWO DOLLARS and FIFTY CENTS (\$54,352.50) beginning on January 1, 2025, and each quarter thereafter.
3. DEPOSIT: LESSOR shall not require a security deposit from LESSEE.
4. SERVICES: LESSOR covenants and agrees to furnish the leased premises with electrical service suitable for the intended use as general office space (including dedicated ground circuits for computer operation), including fluorescent tube and ballast replacements, heating and air conditioning for the comfortable use and occupancy of the leased premises, plus supplying and maintaining building common areas and restroom facilities, including hot and cold water, and sewage disposal in the building in which the leased premises are located. If the premises have a security system, Lessor will maintain it in good working order.
5. PARKING LOT: LESSEE shall have the right of shared use and enjoyment of the building's parking areas at no charge to the LESSEE.
6. ASSIGNMENT OR SUB-LEASE: LESSEE shall not assign this lease or sublet the leased premises or any part thereof, without the written consent of LESSOR. Such written

consent will not be unreasonably withheld by LESSOR.

7. USE AND POSSESSION: It is understood that the leased premises are to be used for general office purposes and for no other purposes without prior written consent of LESSOR. LESSEE shall not use the leased premises for any unlawful purpose or so as to constitute a nuisance. LESSEE shall return the premises to LESSOR at the termination hereof in as good condition and state of repair as the same was at the commencement of the term hereof, except for loss, damage, or depreciation occasioned by reasonable wear and tear and damage by accidental fire or other casualty.
8. DESTRUCTION OF PREMISES: In the event that said building is damaged by fire, windstorm, or an act of God, so as to materially affect the use of the building and premises, this Lease shall automatically terminate as of the date of such damage or destruction, provided, however, that if such building and premises are repaired so as to be available for occupancy and use within sixty (60) days after said damage, then this lease shall not terminate, provided further that LESSEE shall pay no rent during the period of time that the premises are unfit for occupancy and use.
9. CONDEMNATION: If during the term of this lease, the whole of the leased premises, or such portion thereof as will make the leased premises unusable for the purpose leased, be condemned by public authority for public use, then in either event, the term hereby granted shall cease and come to an end as of the date of the vesting of title in such public authority, or when possession is given to such public authority, whichever event occurs last. Upon such occurrence the rent shall be apportioned as of such date and any rent paid in advance at the due date for any space condemned shall be returned to LESSEE. LESSOR shall be entitled to all compensation for such taking except for any statutory claim of LESSEE for injury, damage or destruction of LESSEE'S business accomplished by such taking. If a portion of the leased premises is taken or condemned by public authority for public use so as not to make the remaining portion of the leased premises unusable for the purposes leased, this lease will not be terminated but shall continue. In such case, the rent shall be equitably and fairly reduced or abated for the remainder of the term in proportion to the area of the leased premises taken. In no event shall LESSOR be liable to LESSEE for any interruption of business, diminution in use or for the value of any unexpired term of this lease.
10. INTERRUPTION OF SERVICE: LESSOR shall not be or become liable for damages to LESSEE alleged to be caused or occasioned by or in any way connected with or the result of any interruption in service, or defect or breakdown from any cause whatsoever in any of the electric, water, plumbing, heating, or air conditioning systems; however, upon receipt of actual notice of any such interruption, defect or breakdown, LESSOR will take such steps as are reasonable to cause such interrupted service to be restored as soon as possible.
11. LESSOR'S RIGHT TO INSPECT: LESSOR shall have the right, at reasonable times during the term of this lease, to enter the leased premises for the purposes of examining and inspecting same and of making such repairs or alterations therein as the LESSOR shall deem necessary.
12. INSURANCE: LESSOR will be responsible for insuring its interest in the building and LESSEE will be responsible for insuring its personal property within the leased premises. LESSEE shall at all times during the term hereof, at its own expense, maintain and keep in force a policy or policies of general and premises liability insurance against claims for bodily injury, death or property damage occurring in, on, or about the demised premises in a coverage amount of no less than \$500,000 per occurrence and naming LESSOR as an additional named insured.
13. MAINTENANCE OF STRUCTURE: LESSOR shall be responsible for the maintenance and good

condition of the roof and supporting walls of the building leased hereunder and for maintenance in good working condition of all mechanical equipment (including but not limited to heating and air conditioning equipment) installed and provided by the LESSOR. LESSEE shall be responsible for the maintenance in good condition of interior surfaces, floors, doors, ceilings, and similar items except that the LESSEE shall not be responsible for fair wear and tear or for major damage or destruction of such walls, grounds, surfaces, or any structural component of the premises.

14. HEATING AND AIR CONDITIONING; JANITORIAL SERVICES: LESSOR shall provide and maintain heating and air conditioning in good working condition. Temporary stoppages of heating services for the purposes of maintaining or repairing heating equipment and facilities shall not constitute a default by LESSOR in performance of this Lease, provided that LESSOR exercises due diligence and care to accomplish such maintenance and repair and such stoppages do not continue to an unreasonable length of time. LESSOR shall be responsible for commercially reasonable janitorial service and trash removal from leased premises.
15. PERSONAL PROPERTY AND IMPROVEMENTS: Any additions, fixtures, or improvements placed or made by LESSEE in or upon the leased premises, which are permanently affixed to the leased premises and which cannot be removed without unreasonable damage to said premises, shall become the property of LESSOR and remain upon the premises as a part thereof upon the termination of this lease. All other additions, fixtures, or improvements to include trade fixtures, office furniture and equipment, and similar items, which can be removed without irreparable damage to the leased premises, shall be and remain the property of LESSEE and may be removed from the leased premises by LESSEE upon the termination of this lease. LESSEE shall bear the expense of any repairs of the leased premises, other than fair wear and tear caused by such removal.
16. TAXES: LESSEE will list and pay all business personal property taxes, if any, on its personal property located within the demised premises.
17. NOTICE: Any notices to be given by either party to the other under the terms of 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 by certified mail, return receipt requested, or delivered by receipt controlled express service, to the other party at the following addresses or to such other addresses as either party hereafter from time to time designates in writing to the other party for the receipt of notice:

LESSEE:
Cumberland County, Communicare, Inc.
Attn: Executive Director
P.O. Box 87830
Fayetteville, NC 28304-0030

LESSOR:
Cumberland County
Attn: County Manager
P. O. Box 1829
Fayetteville, NC 28302-1829

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

18. ORDINANCES AND REGULATIONS: LESSEE hereby covenants and agrees to comply with all the rules and regulations of the Board of Fire Underwriters, officers and boards of the city, county or state having jurisdiction over the leased premises, and with all ordinances and regulations or governmental authorities wherein the leased premises are located, at LESSEE'S sole cost and expense, but only insofar as any of such rules, ordinances, and regulations pertain to the manner in

which LESSEE shall use the leased premises, the obligation to comply in every other case, and also all cases where such rules, regulations, and ordinances require repairs, alterations, changes or additions to the building (including the leased premises) or building equipment, or any part of either, being hereby expressly assumed by LESSOR and LESSOR covenants and agrees promptly and duly to comply with all such rules, regulations and ordinances with which LESSEE has not herein expressly agreed to comply.

19. INDEMNIFICATION: LESSEE will indemnify LESSOR and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of, the demised premises, and occasioned wholly or in part by any act or omission of LESSEE, its agents, licensees, concessionaires, customers or employees. In the event LESSOR shall be made a party to any litigation, commenced by or against LESSEE, its agents, licensees, concessionaires, customers or employees, then LESSEE shall protect and hold LESSOR harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by LESSOR in connection with such litigation, unless such litigation arises out of an injury or injuries claimed as a result of some defective condition existing on the premises for which LESSOR has responsibility to maintain or repair under the terms of this lease and to which LESSOR has been put on notice by LESSEE.
20. REPAIR: The premises shall meet all requirements necessitated by the ADA and OSHA Inspection Guidelines. Should it be necessary during the term of this lease to repair the roof structure; exterior walls; or structural members or the building because of defect or failure, LESSOR shall make such repairs or replacements at its sole cost and expense, within a reasonable time after demand is made in writing to LESSOR to do so by LESSEE. LESSOR shall keep the premises, including all improvements, in good condition and repair and in a good, clean, and safe condition always during the term of this lease.
21. WARRANTY: LESSOR warrants that all plumbing, electrical, heating, and air conditioning units and facilities are in good working order at the commencement of this lease.
22. REMEDIES: If either party shall be in default with respect to any separate performance hereunder and shall have remained in default for ten (10) days after receipt of notice of default, there shall be a breach of this lease. The defaulting party shall remain fully liable for performing its remaining obligations under this lease. The defaulting party shall be liable for reasonable damages as provided by law and for all costs and expenses, including reasonable attorney's fees, incurred by the other party on account of such default, except as otherwise provided herein. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing at law or in equity or by state or otherwise any may be enforced concurrently or from time to time.
23. SUCCESSORS AND ASSIGNS: This lease shall bind and inure to the benefit of the successors, assigns, heirs, executors, administrators, and legal representatives of the parties hereto.
24. ALTERATIONS AND PARTITIONS: LESSEE may make reasonable alterations and partitions to the interior of the premises to enhance their suitability for the uses contemplated in this lease agreement, provided prior written approval of the graphic plan for alterations and partitions shall be obtained from LESSOR, who shall not unreasonably withhold such approval.

25. UTILITIES: Electrical power, water, and sewer services to serve the leased premises shall be at LESSOR'S expense. LESSOR shall not be liable for any failure of any public utility to provide utility services over such connections and such failure shall not constitute a default by LESSOR in performance of this Lease. LESSEE shall be prudent in its use of utilities and compliant with the LESSOR'S practices and policies related to utilities.
26. RISKS OF LOSS: As between LESSOR and LESSEE, any risk of loss of personal property placed by LESSEE in or upon the leased premises shall be upon, and a responsibility to, the LESSEE regardless of the cause of such loss.
27. DESTRUCTION OF PREMISES: If the leased premises should be completely destroyed or damaged so that more than fifty percent (50%) of the leased premises are rendered unusable, this lease shall immediately terminate as of the date of such destruction or damage.
28. TERMINATION: If LESSEE shall fail to pay any installment of rent when due and payable as heretofore provided or fail to perform any of the terms and conditions heretofore set forth and shall continue in such default for a period of fifteen (15) days after written notice of default, LESSOR, at its discretion, may terminate this lease and take possession of the premises without prejudice to any other remedies allotted by law. If LESSOR shall fail to perform any of the terms and conditions heretofore set forth and shall continue in such default fifteen (15) days after written notice of such default, LESSEE, at its discretion may terminate this lease and vacate the leased premises without further obligation to pay rent as theretofore provided from date of said termination, without prejudice to any other remedies provided by law.
29. OCCUPANCY AND QUIET ENJOYMENT: LESSOR promises that LESSEE shall have quiet and peaceable possession and occupancy of the above leased premises in accordance with the terms set forth herein, and that LESSOR will defend and hold harmless LESSEE against any and all claims or demands of others arising from LESSEE'S occupancy of the premises or in any manner interfering with LESSEE'S use and enjoyment of said premises.
30. MODIFICATION: This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.
31. MERGER CLAUSE: This instrument is intended by the parties as a final expression of their agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this agreement. Acceptance of, or acquiescence in, a course of performance rendered under this, or any prior agreement shall not be relevant or admissible to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings or agreements have been made or relied upon in the making of this agreement other than those specifically set forth herein.
32. FURTHER CONSIDERATION: LESSOR acknowledges that LESSEE has continued occupancy of the premises as a holdover tenant since the expiration of the prior lease between the parties June 30, 2024, and any extensions thereof while determining whether to enter this lease at the new rental rate. LESSOR consented to this holdover tenancy and agrees that LESSEE'S occupancy during the holdover tenancy was to be in accordance with the rental rate and other applicable terms in the lease which expired June 30, 2024.

IN WITNESS WHEREOF, LESSOR and LESSEE have caused this lease agreement to be executed in duplicate originals by their duly authorized officers, the date shown by each signature.

LESSOR: County of Cumberland
By:

Clarence Grier, County Manager
Date: _____

ATTEST:

Andrea Tebbe, Clerk to the Board

LESSEE: Cumberland County Communicare, Inc.
By:

Sarah Hallock, Executive Director
Date: _____

ATTEST:

Corporate Secretary



AMERICAN RESCUE PLAN

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TYE VAUGHT, CHIEF OF STAFF

DATE: 12/9/2024

**SUBJECT: APPROVAL OF AMERICAN RESCUE PLAN GRANT PROJECT
ORDINANCE AMENDMENT #B250829**

BACKGROUND

The American Rescue Plan Committee met on November 14, 2024, and recommended the following item be placed on the December 16, 2024, Regular Board of Commissioners meeting.

ARP Funding Recommendation for Final Obligation #B250829

Staff is requesting an allocation of \$8,201,546 from the American Rescue Plan funds to support the Public Sector Workforce: Rehiring Public Sector Staff project to cover salary and benefit costs to restore County employment to pre-pandemic levels. This transfer is required to meet the mandated December 31, 2024, obligation deadline imposed by the US Department of the Treasury for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds.

RECOMMENDATION / PROPOSED ACTION

Approval of Grant Project Ordinance Amendment #B250829 to transfer \$8,201,546 from the American Rescue Plan fund to the General Fund as freed-up capacity.

ATTACHMENTS:

Description

ARPA Grant Project Ordinance Amendment #B250829

Type

Backup Material

ARPA GRANT PROJECT ORDINANCE AMENDMENT #250829

				as of August 19, 2024	
ARPA Reporting Code	Fund 240 Expenditure Category	Project Description	Cost Object	Appropriation of CSLFRF Funds	Project Allocation Total
1.1	Public Health (2404551)	COVID19 Vaccinations - Cumberland County's self-funded claims costs for vaccinations	Claims	\$ 72,086	72,086
1.2	Public Health (2404551)	COVID19 Testing - Cumberland County's self-funded claims for COVID19 Testing	Claims	166,000	166,000
1.6	Public Health (2404551)	Medical expenses - Cumberland County's self-funded claims costs for COVID19 treatment	Claims	961,914	961,914
1.8	Public Health (2404551)	COVID19 Assistance to Small Business (1.8)	Contracted Services	2,387,014	2,387,014
1.13	Public Health (2404551)	Substance Use Services - Opioid Education Program for K-12 students in Cumberland County	Contracted Services	300,000	300,000
2.2	Negative Economic Impacts (2404552)	Household Assistance: Rent, Mortgage, and Utility Aid Rental Assistance: Make funding available to assist renters at risk of eviction	Contracted Services	500,000	500,000
2.10	Negative Economic Impacts (2404552)	Assistance to Unemployed or Underemployed Workers: Trade job training program in partnership with FTCC, Mid-Carolina COG - Workforce Development, and Cumberland County Schools	Contracted Services	2,500,000	2,500,000
2.15	Negative Economic Impacts (2404552)	Long-term Housing Security: Affordable Housing - New construction of single-family permanent supportive housing at the Robin's Meadow/ Phoenix Place development (QCT 24.01)	Engineering/ Construction	2,700,000	2,700,000
3.2	Public Sector Capacity (2404553)	Public Sector Workforce: Rehiring Public Sector Staff - Salary and benefit costs to restore employment to prepandemic levels	Salaries/ Benefits	30,404,117	30,404,117
5.15	Infrastructure (2404555)	Drinking Water: Other Water Infrastructure - Construction of a water system to be located in the Gray's Creek Water and Sewer District	Engineering/ Construction	10,000,000	10,000,000
5.21	Infrastructure (2404555)	Broadband: Other projects - Broadband expansion into underserved areas in partnership with the State of NC, and a vendor selected through a competitive RFP process	Contracted Services	3,083,987	3,083,987
6.1	Revenue Replacement (2404556)	Provision of Government Services - Salaries and benefit costs of Public Safety Personnel	Salaries/ Benefits	10,000,000	10,000,000
7.1	Administration (2404557)	Administrative Expenses - 4 full time County positions and allocated portions of several staff to manage CSLFRF programs and compliance requirements. ARPA allows up to 10% of total reward			2,093,572
			Salaries	1,321,348	
			Benefits	389,281	
			Operating	382,943	
				\$ 65,168,690	\$ 65,168,690

December 16, 2024	
Appropriation of CSLFRF Funds	Project Allocation Total
\$ -	\$ 72,086
-	166,000
-	961,914
(169,494)	2,217,520
(300,000)	-
-	500,000
(325,947)	2,174,053
(2,700,000)	-
8,201,546	38,605,663
(1,906,105)	8,093,895
(2,800,000)	283,987
-	10,000,000
-	2,093,572
-	1,321,348
-	389,281
-	382,943
\$ -	\$ 65,168,690

Appropriation of CSLFRF Funds as revised	Project Allocation Total
\$ 72,086	\$ 72,086
166,000	166,000
961,914	961,914
2,217,520	2,217,520
-	-
500,000	500,000
2,174,053	2,174,053
-	-
38,605,663	38,605,663
8,093,895	8,093,895
283,987	283,987
10,000,000	10,000,000
	2,093,572
1,321,348	
389,281	
382,943	
\$ 65,168,690	\$ 65,168,690



BUDGET AND PERFORMANCE DEPARTMENT

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 16,
2024**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: DEBORAH W. SHAW, BUDGET AND PERFORMANCE DIRECTOR

DATE: 12/9/2024

**SUBJECT: APPROVAL OF BUDGET ORDINANCE AMENDMENTS FOR THE
DECEMBER 16, 2024 BOARD OF COMMISSIONERS' AGENDA**

BACKGROUND

General Fund

1) Detention Center – Budget Ordinance Amendment B250704 to recognize funds from Via Path in the amount of \$26,283

The Board is requested to accept and approve Budget Ordinance Amendment B250704 to recognize funds from Via Path in the amount of \$26,283. This funding will be used to purchase chairs, tables, power and data receptacles, cord starters, and multi-purpose lecterns for the training room at the Detention Center.

Please note this amendment requires no additional county funds.

2) Animal Services – Budget Ordinance Amendment B250677 to recognize the Best Friends Grant in the amount of \$10,000

The Board is requested to accept and approve Budget Ordinance Amendment B250677 to recognize funds from the Best Friends Grant in the amount of \$10,000. This funding comes from Animal Services participating in the Return to Home Challenge. This program was used to reunite animals with their families. This funding will be used for general operating expenses.

Please note this amendment requires no additional county funds.

3) Public Health Department – Budget Ordinance Amendment B250749 to recognize grant funds

from the United States Department of Justice’s Comprehensive Opioid, Stimulant, and Substance Abuse Use Site-based Program in the amount of \$433,333

The Board is requested to accept and approve Budget Ordinance Amendment B250749 for grant funds from the United States Department of Justice’s Comprehensive Opioid, Stimulant, and Substance Abuse Use Site-based Program in the amount of \$433,333. The total amount of the grant is \$1,300,000 over a three-year period. The grant period is from October 1, 2024 until September 30, 2027. These funds will be used to increase the community’s capacity to implement a whole-person, harm reduction approach to the overdose crisis through a partnership with the Health Department, City of Fayetteville Police Department (FPD), North Carolina Harm Reduction Coalition (NCHRC), and Cumberland-Fayetteville Opioid Response Team (C-FORT).

Please note this amendment requires no additional county funds.

4) Library Grants – Budget Ordinance Amendment B250995 to recognize funds from the Arts Council of Fayetteville/Cumberland County Grant Program in the amount of \$7,200

The Board is requested to accept and approve Budget Ordinance Amendment B250995 to recognize funds from the Arts Council of Fayetteville/Cumberland County Grant Program in the amount of \$7,200. These funds will be used to pay for the performers and provide programs for the Spring Storytelling Festival.

Please note this amendment requires no additional county funds.

RECOMMENDATION / PROPOSED ACTION

Approve Budget Ordinance Amendments



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA LEE, PE, GENERAL MANAGER FOR NATURAL RESOURCES

DATE: 12/10/2024

SUBJECT: SETTLEMENT WITH NCDOT FOR CONDEMNATION OF RIGHT OF WAY ON CAMDEN ROAD CONVENIENCE CENTER AND APPROVAL OF ASSOCIATED BUDGET ORDINANCE AMENDMENT #B250350

BACKGROUND

The attached Consent Judgement is the proposed monetary compensation of \$375,000 for the 0.175-acre taken by NCDOT for right of way and easements on the Camden Road Convenience Center site for the widening of Camden Road. NCDOT is also conveying the property described as the Parkton Road Site to the county to develop a new convenience center site to replace the Camden Road Site. It is shown with its boundaries marked in blue on the attached GIS map. It contains 24.16 acres and has a current tax value of \$219,805. The estimated cost to develop the new Parkton Road Site is almost \$1.5 million as shown on the attached cost estimate. The conveyance of this property to the county has been approved by the Council of State and the deed has been signed by Governor Cooper.

The existing Camden Road Convenience Center site contains only 0.44-acres. It is too small to further develop and accommodate the new NCDOT easements. Its use also creates occasional traffic impediment on Camden Road. The size and location of the Parkton Road Site are very good to develop a replacement convenience center for the Camden Road site. It is near I-295 and Parkton Road has access to I-295. It can also be used for emergency and temporary staging of storm and flood debris or for the bulk storage of other materials as an additional resource for solid waste operations.

At their December 10, 2024, Agenda Session meeting, the Board of Commissioners approved placing this item as a consent item on the December 16, 2024, Board of Commissioners' meeting agenda.

RECOMMENDATION / PROPOSED ACTION

The county attorney and General Manager for natural Resources, recommend approval of the settlement with NCDOT and associated budget ordinance amendment #B250350 in the amount of \$375,000 to include acceptance of the Parkton Road Site.

ATTACHMENTS:

Description	Type
Consent Judgement	Backup Material
GIS Map	Backup Material
Preliminary Cost Opinion	Backup Material

Prepared by/Return to: Brenée W. Orozco, Assistant Attorney General
North Carolina Department of Justice, Transportation Division
1505 Mail Service Center, Raleigh, NC 27699-1505

STATE OF NORTH CAROLINA

**IN THE GENERAL COURT OF JUSTICE
SUPERIOR COURT DIVISION**

COUNTY OF CUMBERLAND

23-CVS-6541

**DEPARTMENT OF TRANSPORTATION,
Plaintiff,**

v.

**CUMBERLAND COUNTY,
Defendant.**

CONSENT JUDGMENT

THIS CAUSE coming on to be heard and being heard before the undersigned Judge of the Superior Court and it appearing to the Court and the Court finding as fact:

That this action was duly instituted on the 7th day of November 2023, by the issuance of a Summons, the filing of a Complaint and Declaration of Taking and Notice of Deposit, and by the deposit of SEVENTY-FOUR THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS (\$74,875.00) as estimated just compensation;

That Summons was duly served on the Defendant, together with a copy of the Complaint and Declaration of Taking and Notice of Deposit;

That Defendant, Cumberland County, has not yet filed an Answer to the Complaint and the time for filing an Answer or otherwise responding to the Complaint has not expired; that Defendant, Cumberland County, by the execution of this Consent Judgment waives service of process; waives any claims for insufficiency of service of process; waives the right to file an Answer or to otherwise plead in response to the Complaint and submits itself to the jurisdiction of the court.

That Defendant is the only party who has or claims to have an interest in the property described in the Complaint and Declaration of Taking, and the title to the property is not in dispute;

that as of the date of the institution of this action, the property described in the Complaint and Declaration of Taking was subject only to such liens and encumbrances as were set forth in Exhibit "A" of the Complaint and Declaration of Taking;

That all parties who are necessary to the determination of this action are properly before the Court; and that Defendant is not under any legal disability;

That now, Defendant and Plaintiff have reached an agreement whereby Plaintiff has agreed to pay and Defendant has agreed to accept the additional sum of THREE HUNDRED THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS (\$300,125.00) as complete and final settlement of all claims in this action and as just compensation pursuant to Article 9, Chapter 136, of the North Carolina General Statutes for the appropriation of the interests and areas as set forth in the Complaint and Declaration of Taking and as hereinafter more particularly described; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project ID # U-3422 (WBS # 39001.2.1), Cumberland County; and for the past and future use thereof by the Department of Transportation, its successors and assigns, for all purposes for which the said Department of Transportation is authorized by law to subject the same.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

1. That the Department of Transportation, the Plaintiff herein, was entitled to acquire and did acquire, free and clear of all encumbrances, on the 7th day of November 2023, by the filing of a Complaint and Declaration of Taking and Notice of Deposit, together with the deposit of SEVENTY-FOUR THOUSAND EIGHT HUNDRED SEVENTY-FIVE DOLLARS (\$74,875.00) those certain interests or estates and areas, hereinafter more particularly described, in, over, upon, and across the property of the Defendants; and that said property of the Defendants is described as follows:

Being all of that tract of land more particularly described in that certain MEMORANDUM OF ACTION captioned "DEPARTMENT OF TRANSPORTATION, Plaintiff, v. CUMBERLAND COUNTY, Defendant." recorded in the Office of the Register of Deeds for Cumberland County in Book 11854, Pages 527-528, reference to which MEMORANDUM OF ACTION is made for a more particular description of said property of the defendant;

2. That the interests or estates acquired in, over, upon, and across the hereinabove described property of the Defendant is described as follows:

INTERESTS OR ESTATES TAKEN:

Fee simple title to right of way, and a temporary construction easement to continue until the completion of the project, at which time said temporary construction easement will terminate. The underlying fee owner retains the right to continue to use the temporary construction easement area(s) in any manner and for any purpose,

including, but not limited to, access and parking, which is not inconsistent with the reasonable use and enjoyment of the easements by the Department of Transportation, its successors, and assigns.

A permanent utility easement for all purposes for which the plaintiff is authorized by law to subject the same. Said utility easement in perpetuity is for the installation and maintenance of utilities, and for all purposes for which the Department of Transportation is authorized by law to subject same. The Department of Transportation and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises a utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress. The Department of Transportation shall have the right to construct and maintain the cut and/or fill slopes in the above-described permanent utility easement area(s). The permanent utility easement shall be used by the Department of Transportation for additional working area during the above-described project. The underlying fee owner retains the right to continue to use the permanent utility easement area(s) in any manner and for any purpose, including, but not limited to, access and parking, which is not inconsistent with the reasonable use and enjoyment of the easements by the Department of Transportation, its successors, and assigns.

A permanent drainage/utility easement (or DUE) for all purposes for which the plaintiff is authorized by law to subject the same. Said drainage/utility easement in perpetuity is for the installation and maintenance of drainage facilities and/or utilities, and for all purposes for which the Department of Transportation is authorized by law to subject same. The Department of Transportation and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises a drainage facility and/or utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said drainage facility and/or utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said drainage facility and/or utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress. The Department of Transportation shall have the right to construct and maintain the cut and/or fill slopes in the above-described permanent drainage/utility easement (or DUE) area(s). The permanent drainage/utility easement (or DUE) shall be used by the Department of Transportation for additional working area during the above-described project. The underlying fee owner retains the right to continue to use the permanent

drainage/utility easement (or DUE) area(s) in any manner and for any purpose, including, but not limited to, access and parking, which is not inconsistent with the reasonable use and enjoyment of the easements by the Department of Transportation, its successors, and assigns.

Access is controlled by the Department of Transportation as is indicated by control-of-access (C/A) lines on the plan sheet(s) attached hereto and there will be no access to, from, or across the areas within the control-of-access (C/A) lines to the main traffic lanes, ramps, or approaches over or from the property abutting said highway right of way.

3. That the areas acquired in, over, upon, and across the above-described property, including survey lines and station numbers, are delineated on that set of plans for Department of Transportation Project ID U-3422 (WBS 39001.2.1/Parcel 008) on file in the Right of Way Branch of the Department of Transportation, Transportation Building, in Raleigh, North Carolina, and also on a copy of said project plans which are or will be recorded, pursuant to N.C. Gen. Stat. section 136-19.4, in the Office of the Register of Deeds of Cumberland County, to which plans reference is hereby made for greater certainty of the areas and interests acquired, and said areas and interests are described by metes and bounds as follows:

AREAS TAKEN:

RIGHT OF WAY:

Point of beginning being North 85°29'13.1" East, 191.397 feet from -L- Sta 39+00 thence to a point on a bearing of North 18°2'46.0" West 4.565 feet thence to a point on a bearing of South 71°57'14.0" West 325.850 feet thence to a point on a bearing of South 86°1'10.6" East 26.887 feet thence to a point on a bearing of South 86°1'9.0" East 35.076 feet thence to a point on a bearing of North 50°17'29.5" East 49.902 feet thence to a point on a bearing of North 71°53'19.2" East 153.000 feet thence to a point on a bearing of North 71°53'19.2" East 28.000 feet thence to a point on a bearing of North 71°53'19.2" East 41.032 feet returning to the point and place of beginning. Having an area of 2359.644 square feet being 0.054 acres more or less.

PERMANENT UTILITY EASEMENT #1:

Point of beginning being South 88°22'11.3" East, 197.622 feet from -L- Sta 39+00 thence to a point on a bearing of North 18°2'46.0" West 16.752 feet thence to a point on a bearing of North 18°2'46.0" West 5.000 feet thence to a point on a bearing of South 71°53'19.2" West 41.032 feet thence to a point on a bearing of South 18°6'40.8" East 21.574 feet thence to a point on a bearing of North 72°8'17.7" East 41.008 feet returning to the point and place of beginning. Having an area of 888.612 square feet being 0.020 acres more or less.

PERMANENT UTILITY EASEMENT #2:

Point of beginning being South 34°19'37.2" West, 103.948 feet from -L- Sta 39+00

thence to a point on a bearing of South 86°1'9.0" East 7.091 feet thence to a point on a bearing of North 72°0'45.2" East 192.829 feet thence to a point on a bearing of North 18°6'40-8" West 21.452 feet thence to a point on a bearing of South 71°53'19.2" West 153.000 feet thence to a point on a bearing of South 50°17'29.5" West 49.902 feet returning to the point and place of beginning. Having an area of 3799.639 square feet being 0.087 acres more or less.

Said Permanent Utility easements in perpetuity are for the installation and maintenance of utilities, and for all purposes for which the Department is authorized by law to subject same. The Department and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises a utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress. It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above-described Permanent Utility Easement areas. It is further understood and agreed that Permanent Utility Easements shall be used by the Department for additional working area during the above-described project.

The underlying fee owner(s) shall have the right to continue to use the Permanent Utility Easement areas in any manner and for any purpose, including but not limited to the use of said area for access. Ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement areas by the Department of Transportation, its agents, assigns, and contractors.

PERMANENT DRAINAGE/UTILITY EASEMENT:

Point of beginning being S 87A4'25. 8" E, 125. 355 feet from -L- Sta 39+00 thence to a point on a bearing of S 18A6'40. 8" E 21.452 feet thence to a point on a bearing of N 72A8'17. 7" E 28. 000 feet thence to a point on a bearing of N 18A6'40. 8" W 21 .574 feet thence to a point on a bearing of S 71A53'19. 2" W 28. 000 feet returning to the point and place of beginning. Having an area of 602.358 Square feet being 0.014 acres more or less.

Said Permanent Drainage/Utility easement in perpetuity is for the installation and maintenance of drainage facilities and/or utilities, and for all purposes for which the Department is authorized by law to subject same. The Department and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises a drainage facility and/or utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to

enter said premises for the purpose of inspecting said drainage facility and/or utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said drainage facility and/or utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress. It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above-described permanent drainage/utility easement area(s). It is further understood and agreed that Permanent Drainage/Utility Easement shall be used by the Department for additional working area during the above-described project.

The underlying fee owner(s) shall have the right to continue to use the Permanent drainage/Utility Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

TEMPORARY CONSTRUCTION EASEMENT:

Point of beginning being South 30°50'16.5" West, 100.551 feet from -L- Sta 39+00 thence to a point on a bearing of South 86°1'9.0" East 6.582 feet thence to a point on a bearing of North 50°25'45.0" East 6.694 feet thence to a point on a bearing of South 72°0'45. 2" West 12.329 feet returning to the point and place of beginning. Having an area of 15.179 Square feet being 0.000 acres more or less.

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above-described area(s) until such time that the property owners alter the adjacent lands in such a manner that the lateral support of the cut and/or fill slopes are no longer needed Any additional construction areas lying beyond the beyond the right of way limits and beyond any permanent easement areas will terminate upon completion of the project.

The underlying fee owner(s) shall have the right to continue to use the Temporary Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

Access is controlled by the Department of Transportation as is indicated by control-of-access (C/A) lines on the Project Plans for Department of Transportation Project I.D. # U-3422 (WBS 39001.2.1), and there will be no access to, from, or across the areas within the control-of-access (C/A) lines to the main traffic lanes, ramps, or approaches over or from the property abutting said highway right of way.

4. That the Department of Transportation, the Plaintiff herein, pay into Court the additional sum of **THREE HUNDRED THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS (\$300,125.00)**, and that said sum, together with the original deposit made by Plaintiff in this action, unless heretofore disbursed by order of the Court, be disbursed by the Clerk to Office of the County Attorney P.O. Box 1829, Fayetteville, North Carolina 28302, as counsel for, and for the benefit of, the defendant, Cumberland County.

5. That the sum of **THREE HUNDRED SEVENTY-FIVE THOUSAND (\$375,000.00)**, said sum being the total amount of the original deposit plus said additional amount, is just compensation pursuant to Article 9, Chapter 136, of the North Carolina General Statutes for the taking of the hereinabove described interests and areas by the Department of Transportation; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project ID # U-3422 (WBS # 39001.2.1), Cumberland County as Parcel 008; and for the past and future use thereof by the Department of Transportation, its successors and assigns, for all purposes for which the said Department of Transportation is authorized by law to subject the same.

6. That a copy of this Judgment be certified by the Clerk of Superior Court to the Register of Deeds, who shall record the same among the land records of Cumberland County.

This the _____ day of _____ 2024.

APPROVED AND CONSENTED TO:

JUDGE OF SUPERIOR COURT

JOSHUA H. STEIN
ATTORNEY GENERAL

John F. Oates, Jr.
Special Deputy Attorney General

Brenée W. Orozco
Assistant Attorney General

ADDITIONAL SIGNATURE PAGE TO FOLLOW

Signature page of Consent Judgment in that highway condemnation action captioned, "DEPARTMENT OF TRANSPORTATION, Plaintiff, v. Cumberland County, Defendant." 23-CVS-6541, Cumberland County

CUMBERLAND COUNTY

By: _____

Name: _____

Title: _____



CCGIS \ ESPI Charlotte \ CCGIS

- Addresses
- ▭ Parcels
- City Limits
 - ▭ Falcon
 - ▭ Fayetteville
 - ▭ Godwin
 - ▭ Hope Mills
 - ▭ Linden
- ▭ Eastover
- ▭ Spring Lake
- ▭ Stedman
- ▭ Wade
- ▭ Streets
- ▭ Lakes, Ponds



The County of Cumberland and its Geospatial Services (CCGIS) makes no guarantee as the content, accuracy, precision or completeness of any information and services provided. The data provided is offered without warranty, expressed or implied. The user should consult public primary information sources, such as recorded deeds and plates, to verify the accuracy of the data provided.



PROJECT Parkton Road Solid Waste Convenience Center
 SUBJECT Cost Estimate

SHEET 1/1
 JOB # PARKTON-24-1
 DATE 11/5/2024
 COMPUTED BY SWH
 CHECKED BY SAS

Pay Item No.	Description	Estimated Quantity	Units	Unit Cost	Item Cost	Notes/Assumptions
1	Site Preparation	2.5	AC	\$10,000	\$25,000	Cost based on previous project experience based on areas that are mostly grassed, with some wooded areas
2	Excavation	1,500	CY	\$15	\$22,500	Cost based on previous project experience.
3	Over-Excavation & Backfill	100	CY	\$25	\$2,500	Cost based on previous project experience.
4	Aggregate Surfacing	11,280	SY	\$25	\$282,000	Cost based on Assembly Court Bid
5	Asphalt Paving	580	SY	\$30	\$17,400	Cost based on Assembly Court Bid
6	Concrete Paving	400	SY	\$50	\$20,000	Cost based on previous project experience.
7	Silt Fence	1,270	LF	\$5	\$6,350	Cost based on Assembly Court Bid
8	Silt Fence Outlets	5	EA	\$1,000	\$5,000	Cost based on Assembly Court Bid
9	12" Diam. RCP (Class III)	80	LF	\$150	\$12,000	Cost based on previous project experience.
10	Revegetation	0.5	AC	\$10,000	\$5,000	
11	Vegetative Buffer	750	LF	\$25	\$18,750	Landscaping associated with planting the vegetative buffer, includes shade trees
12	Attendant Hut	1	LS	\$275,000	\$275,000	Per Gontram
13	Wooden Fence	1,450	LF	\$25	\$36,250	
14	Exterior Lights	15	EA	\$1,500	\$22,500	
15	Water Well and Lines	1	LS	\$25,000	\$25,000	Assume 300' well and 700' of waterline
16	Septic System	1	LS	\$50,000	\$50,000	1,000 gal tank with drain lines
17	Electrical	1	LS	\$200,000	\$200,000	
18	Permit Fees & Coordination	1	LS	\$25,000	\$25,000	
19	Surveying Control	1	LS	\$30,000	\$30,000	Assumed multiple construction events
20	Bonds, Mobilization, & Insurance	10% of Subtotal (Items 1 - 19) =			\$43,210.00	Assumed multiple construction events
21	Engineering and Bid Procurement	1	LS	\$125,000	\$125,000	
Subtotal (Items 1 - 21) =					\$1,248,460	
Contingency (20%) =					\$249,692.00	
Total Cost Estimate =					\$1,498,152.00	

SMITH+GARDNER

PROJECT Parkton Road Solid Waste Convenience Center
 SUBJECT Cost Estimate

SHEET 1/1
 JOB # PARKTON-24-1
 DATE 11/5/2024
 COMPUTED BY SWH
 CHECKED BY SAS

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10	Revegetation	0.5	AC	\$10,000	\$5,000	
11	Vegetative Buffer	750	LF	\$25	\$18,750	Landscaping associated with planting the vegetative buffer, includes shade trees
12	Attendant Hut	1	LS	\$275,000	\$275,000	Per Gontram
13	Wooden Fence	1,450	LF	\$25	\$36,250	
14	Exterior Lights	15	EA	\$1,500	\$22,500	
15	Water Well and Lines	1	LS	\$25,000	\$25,000	Assume 300' well and 700' of waterline
16	Septic System	1	LS	\$50,000	\$50,000	1,000 gal tank with drain lines
17	Electrical	1	LS	\$200,000	\$200,000	
18	Permit Fees & Coordination	1	LS	\$25,000	\$25,000	
19	Surveying Control	1	LS	\$30,000	\$30,000	Assumed multiple construction events
20	Bonds, Mobilization, & Insurance	10% of Subtotal (Items 1 - 19) =			\$43,210.00	Assumed multiple construction events
21	Engineering and Bid Procurement	1	LS	\$125,000	\$125,000	
Subtotal (Items 1 - 21) =					\$1,248,460	
Contingency (20%) =					\$249,692.00	
Total Cost Estimate =					\$1,498,152.00	

SMITH+GARDNER



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA LEE, P.E., GENERAL MANAGER FOR NATURAL RESOURCES

DATE: 12/10/2024

SUBJECT: PURCHASE OF A FUEL TRUCK FOR THE SOLID WASTE DEPARTMENT

BACKGROUND

A formal bid request was issued for a fuel truck by the Solid Waste Department. At the June 17, 2024, Board of Commissioners meeting the board approved the award of IFB (Invitation for Bid) Number 24-17-SW II to Taylor Pump & Lift Inc. in the amount of \$228,311 based on lowest responsive, responsible bidder standard of award.

This fuel truck will be used for equipment at the Wilkes Road Compost Facility. The fuel truck is equipped to refuel all equipment, carry engine oils and hydraulic oils, and is capable of removing those same oils as well. The fuel truck also includes an air compressor to provide air support, when needed, and is a self-contained supply system.

Funding in the amount of \$228,311 is available in the Fiscal Year 2025 Solid Waste Capital Outlay budget for a fuel truck.

At their December 10, 2024, Agenda Session meeting, the Board of Commissioners approved placing this item as a consent item on the December 16, 2024, Board of Commissioners' meeting agenda.

RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommend the following proposed actions:

1. Approve the purchase of a fuel truck in the amount of \$228,311.
2. Authorize the Chairman to execute the attached contract that has been pre-audited and determined to be legally sufficient.
3. Approval to dispose of grant funded equipment, Solid Waste Truck 21.

ATTACHMENTS:

Description	Type
Purchase Agreement	Backup Material
Board Approval of Bid Award	Backup Material

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

SERVICE AGREEMENT

This Agreement made this the 10th day of **September 2024**, by and between the County of Cumberland, a body politic and corporate of the State of North Carolina, hereinafter referred to as COUNTY, and **Taylor Pump & Lift Inc.** a business located at **4325 Motorsport Dr. SW, Concord, NC 28027**, hereinafter referred to as VENDOR.

WITNESSETH

WHEREAS, the COUNTY is in need of a **Fuel Truck**; and

WHEREAS, the COUNTY issued an IFB, included as *Attachment A*, and incorporated herein by reference, to **IFB #24-17-SW II Fuel Truck Rebid**; and

WHEREAS, the COUNTY has determined, based on the Bid Response, included as *Attachment B* and incorporated herein by reference, provided by the VENDOR, that VENDOR can provide the Fork Truck to the County of Cumberland; and

WHEREAS, funds are available in the current fiscal year budget for the performance of said services.

NOW THEREFORE, the parties agree to the following terms and conditions:

PURPOSE: The COUNTY agrees to purchase, and the VENDOR agrees to provide the necessary services as set forth below.

TERM: The term of this Agreement shall be from execution date of this contract through, **30th day of June, 2025**, unless sooner terminated or extended by mutual written agreement. The COUNTY may terminate this Agreement prior to the expiration of the above stated period if in the judgment of the COUNTY;

- A. The VENDOR has completed all services required.
- B. The VENDOR failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of the COUNTY.
- C. The COUNTY shall have given the VENDOR seven (7) days written notice of the COUNTY's intent to terminate this Agreement. The COUNTY will make all payments due the VENDOR for services rendered and/or expenses actually incurred up to and including the date of such notice of termination.

SERVICES: VENDOR shall perform such expert and technical services as are indicated above and as indicated in the proposal form attached and incorporated herein. VENDOR warrants that it shall perform such ancillary work as may be necessary to ensure the effective performance of the services cited above. Insofar as practical, the VENDOR shall cooperate with the operation schedule of the COUNTY, and with other personnel employed, retained, or hired by the COUNTY.

INSURANCE AND LIABILITY: VENDOR represents that it has sufficient insurance coverage, and the VENDOR shall maintain such adequate insurance during the term of the agreement.

PRICE: This agreement shall not exceed total payment of **\$228,311** over the term of the agreement.

PAYMENT: The COUNTY shall pay the VENDOR within 30 days of receipt of accurate invoice.

BENEFIT: This Agreement shall be binding upon and it shall inure to the benefit of the parties, their legal representatives, successors, and assigns, provided that the provisions with respect to assignment and delegation are fully complied with.

ASSIGNMENT: The VENDOR shall not assign all or any part its contract rights under this Agreement, nor delegate any performance hereunder, nor subcontract, without first obtaining the COUNTY's written approval.

COMPLIANCE WITH LAW: The VENDOR agrees it shall comply with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of any government or subdivisions thereof which now govern or may hereafter govern this Agreement, including, but limited to, the provisions of the Fair Labor Standards Act of 1938, equal employment laws, and any other applicable law.

AGENCY AND AUTHORITY: The COUNTY hereby designates the **General Manager for Natural Resources** as its exclusive agent with respect to this Agreement. The **General Manager for Natural Resources** as is authorized, on behalf of the COUNTY, to negotiate directly with the VENDOR on all matters pertaining to this Agreement. The VENDOR agrees that all of its dealings with the COUNTY in respect to the terms and conditions of this Agreement shall be exclusively with the **General Manager for Natural Resources**. Further, the VENDOR specifically agrees that it shall not modify any of the specifications of any of the services subject to this Agreement except pursuant to the paragraph entitled MODIFICATIONS.

REMEDIES: If either party shall default with respect to any performance hereunder, it shall be liable for reasonable damages as provided by law and for all costs and expenses incurred by the other party on account of such default. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy now or hereafter existing at law or in equity, or by statute, and may be enforced concurrently or from time to time.

APPLICABLE LAW: This Agreement shall be governed by the laws of the State of North Carolina. The parties mutually agree that the courts of the State of North Carolina shall have exclusive jurisdiction of any claim arising under the terms of this Agreement with appropriate venue being Cumberland County.

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

VENDOR:
Taylor Pump & Lift Inc.
4325 Motorsport Dr. SW
Concord, NC 28027

COUNTY:
Amanda Lee Bader, PE
General Manager for Natural Resources
698 Ann Street
Fayetteville, NC 28301

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

SEVERABILITY: If any term, duty, obligation or provision of this Agreement should be found invalid or unenforceable, such finding shall not affect the validity of any other terms, duties, obligations, and provisions, which shall remain valid, enforceable and in full force and effect.

MODIFICATION: This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.

MERGER CLAUSE: The parties intend this instrument as a final expression of their Agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior Agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or relied upon making this Agreement other than those specifically set forth herein.

DISPUTE RESOLUTION: The parties must resolve any claim, dispute or other matter in contention arising out of, or relating to, this Agreement through the following procedure. The parties shall first negotiate in good faith to reach an equitable settlement to the dispute. If a negotiated settlement cannot be reached within 10 business days, the parties shall submit to mediation. The parties shall select a mediator, approved by either the North Carolina or federal courts and mutually agreeable to all parties in the dispute to conduct the proceedings which shall be held at the Owner's place of business. If the parties cannot select a mediator within 10 business days, then the Owner shall select a mediator (or, if the Owner is a party to the dispute, the Cumberland County Trial Court Administrator). The mediator's cost shall be equally shared by all parties to the dispute. If a mediated settlement cannot be reached, the final recourse to the aggrieved party is legal action instituted and tried in the General Court of Justice of North Carolina under North Carolina Law with venue for trial being Cumberland County. No party shall have a right to resort to litigation until mediation shall first have occurred and not been successful.

INDEPENDENT CONTRACTOR: VENDOR is an independent CONTRACTOR and not an agent, officer or employee of the COUNTY and shall have no authority to act as an agent of the COUNTY, nor enter any Agreement for or on behalf of the COUNTY. The relationship of VENDOR with the COUNTY is as an "independent contractor" as that term is defined by the law of the State of North Carolina.

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.

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.”

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized representatives.

COUNTY OF CUMBERLAND

ATTEST

BY: _____

ANDREA TEBBE, Clerk

Taylor Pump & Lift Inc.

ATTEST

BY: Sandra A. Ritch, Sales

Name/Title

BY: _____

Kirk deViere, Chairman

Board of County Commissioners

BY: Ashley Horne, VP

Ashley Horne, VP

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

[Signature]

County Finance Office

Approved for Legal Sufficiency upon formal execution by all parties

[Signature] 12/1/24

County Attorney's Office

BCC approved 6/17/24.

Attachment A



SOLID WASTE

INVITATION FOR BID #24-17-SW II

FUEL TRUCK REBID

Date of Issue: March 28, 2024

Questions Due Date: April 2, 2024 (Tuesday) at 12:00 PM (EST)

Bid Due Date: April 10, 2024 (Wednesday) at 4:00 PM (EST)

Direct all inquiries concerning this IFB to:

Sophia Murnahan

Purchasing Manager

Email: CumberlandPurchasing@cumberlandcountync.gov

Phone: 910-678-7743

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

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1.0 PURPOSE AND BACKGROUND

Cumberland County is soliciting bids on behalf of the Solid Waste Management department for a fuel truck.

2.0 BID INSTRUCTIONS & REQUIREMENTS

2.1 INVITATION FOR BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before contract award. All attachments and addenda released for this IFB in advance of any contract award are incorporated herein by reference. By submitting a bid, 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 IFB. 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 bid, 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 IFB 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 bids.

2.2 BID SUBMITTAL

Bids, 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 bid via US Postal Service	Office address of delivery by any other method (special delivery, overnight, or any other carrier)
<p><i>BID TITLE:</i> <i>IFB #24-17-SW II Fuel Truck Rebid</i></p> <p><i>Cumberland County Purchasing Office</i> <i>Attn: Sophia Murnahan</i> <i>PO Box 1829</i> <i>Fayetteville, NC 28302</i></p>	<p><i>BID TITLE:</i> <i>IFB #24-17-SW II Fuel Truck Rebid</i></p> <p><i>Cumberland County Purchasing Office</i> <i>Attn: Sophia Murnahan</i> <i>117 Dick Street</i> <i>4th Floor, Room 451</i> <i>Finance Department</i> <i>Fayetteville, NC 28301</i></p>

IMPORTANT NOTE: All bids shall be physically delivered to the office address listed above on or **before Wednesday, April 10, 2024, at 4:00 PM**, as per the clock in the Purchasing Office of the Finance Department. All risk of late arrival due to unanticipated delay—whether delivered by 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 bid to the County department specified by the specified time and date of opening. Any bid received after the bid submission deadline will be rejected.

Public bid opening will be held at **4:00 PM**, as per the clock in the Purchasing Office of the Finance Department on **Wednesday, April 10, 2024**, at 117 Dick Street, 4th Floor, Room 451, Fayetteville, NC 28301.

- a) Submit **one (1) signed, original executed** bid response and **one (1)** electronic copy on a flash drive.
- b) Submit your bid in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table above. Bids will be subject to rejection unless submitted with the information above included on the outside of the sealed bid package.

Bid Number: IFB #24-17-SW II Fuel Truck Rebid

- c) The electronic copy of your bid must be provided on a flash drive. 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 bid addendums and/or corrections will be posted on the Cumberland County Vendor Self Service site <https://ccmunis.co.cumberland.nc.us/vss/Vendors/VBids/Default.aspx> . Vendors who submit a notice of intent to bid to CumberlandPurchasing@cumberlandcountync.gov will receive addendums by email.

2.3 BID QUESTIONS

Written questions shall be emailed to CumberlandPurchasing@cumberlandcountync.gov by **Tuesday, April 2, 2024 at 12:00 PM**. Vendors should enter **"IFB #24-17-SW II Fuel Truck Rebid: Questions"** as the subject for the email. Questions will not be answered by phone. Question submittals should include a reference to the applicable IFB 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/vss/Vendors/default.aspx> and shall become an Addendum to this IFB. **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 IFB. **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 IFB or that the County determines will produce information required in order for all vendors to submit a responsible bid, 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 IFB 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 IFB, 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 IFB.

Questions, issues, or exceptions regarding any term, condition, or other component within this IFB, must be submitted as questions in accordance with the instructions in Section 2.3 BID QUESTIONS. Vendor's bid 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 IFB, 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 bid, 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 IFB. A vendor who does not comply with this provision may be disqualified from award of a contract.

!IMPORTANT INFORMATION! CONFIDENTIAL INFORMATION: The bid 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 bid 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 bid and will identify the measures that County will take to protect the confidentiality of the information. Vendor's submission of a bid after receipt of this notice from the County Finance Department 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 bid 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 invitation for bid and shall not be considered.

3.2 BID COMPLIANCE

It is in the best interest of vendors to submit bids that are clear, concise, and easily understood. Bids should provide information essential for a straightforward and concise description of vendor capabilities to satisfy the requirements of the IFB 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 IFB 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 bids should be easy to follow and all sections should be easily identified.

The specifications included in this package describe the items that the County feels are necessary to meet the performance requirements of this IFB, and shall be considered the minimum standards expected of the Bidder. 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 or 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 BID EVALUATION PROCESS

The County shall review all responses to this IFB to confirm that they meet the specifications and requirements of the IFB. 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 request additional quantities at the contracted price. The County reserves the right to reject any and all bids.

3.4 METHOD OF AWARD

IFB will be awarded based on lowest, responsive, responsible bidder method of award.

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

4.0 SCOPE OF WORK & VENDOR'S BID CONTENT REQUIREMENTS

4.1 VENDOR'S BID REQUIREMENTS

The vendor's bid must include the required information below. Failure to submit the requested information may render its bid non-responsive. **Vendors are urged and cautioned to read the notices in Section 3.1. Noncompliance with the confidentiality requirements will result in a bid being considered nonresponsive.**

A. SPECIFICATIONS

The specifications included in this package describe the items that the County feels are necessary to meet the performance requirements of this IFB, and shall be considered the minimum standards expected of the Bidder. 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. *Where brand names are used, consider the term "or equivalent" to follow.* If a vendor is providing a comparable item and not the exact item listed, vendor is responsible for providing literature proving comparable qualities.

The fuel truck shall be a new Mack MDT *or equivalent*.

- Chassis: MD742-42R Medium Duty, Class 7 w/ 6.7 L. Max 33,000 GVWR
- On Board Diagnostic control
- Cummins Engine 300 HP @ 2600 RPM
- Automatic Transmission, 6 speed Allison Gen6 w/ Prognostics with PTO Provision
- Engine Break
- Cruise Control
- Engine Block Heater
- Power Take Off
- Audio Integrated Handsfree phone, Bluetooth
- Audio communication connector, USB auto
- Air suspended drivers seat
- Polished Aluminum Wheel Discs
- Glacier White Paint

Truck shall include oil system as follows:

- 5 – 203876 Graco 5:1 oil pump
- 5 – C07 Regulator
- 5- 327033 adapters
- 5 – High Flow Graco Meters
- 5 – Alemite 50' x ½" oil reels
- 5 – NPN hose kit
- 5 – NPN ball valves & nipples

Truck shall include DEF system as follows:

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- 1 – ½” DEF Yamada pump
- 1 – Reelcraft 40’ Def reel
- 1 – DEF nozzle with inline swivel
- 1 – CO7 Regulator
- 1 – Cann hose kit

Truck shall include chassis system as follows:

- 1 – Graco 50:1 120lb. pump
- 1 – Alemite 50’ x 3/8” HP reel
- 1 – NPN conn. Hose kit
- 1 – C07 combo
- 1 – 242056 control w/swivel
- 2 – Tie Downs

Truck shall include air system as follows:

- 1 – TPL hydraulic compressor (32 CFM)
- 1 – NPN air manifold kit
- 1 – Alemite 50’ x ½” air reel

Truck shall include waste oil system as follows:

- 1 – 1” Diaphragm pump
- 1 – 1 x 30’ Alemite Waste Oil Reel
- 1 – 1 NPN Y-strainers
- 1 – 1 NPN coupler kits
- 1 – 1 NPN conn hose kits
- 1 – ½” regulators
- 1 – 4 way valves

Truck shall include fuel systems as follows:

- 1 – Hyd. Fuel Pump
- 1 – 1” Alemite Fuel Reel w/50’ Hose
- 1 – 1” Tuthill Fuel Meter
- 1 – NPN Connecting Hose

Truck shall include tanks with vent fill as follows:

- 5 – 85 gallon Oil
- 1 – 85 gallon Stainless DEF
- 1 – 120 gallon Waste
- 1 – 750 Semi Elliptical Dot 406 Certified Tank
- 1 – Light reel
- 6 – Flood lights

Truck shall include PTO unit for straight drive or automatic.

- 1 – 16’ Flat Bed w/ Side Access with Enclosed Reel Cabinet w/ Roll up Door.
- Paint Body NCDOT Black
- 1 – Tool Box mounted in Center of rear reel compartment

Bid Number: IFB #24-17-SW II Fuel Truck Rebid

- 4 – Filter Boxes and Storage boxes
- 2 – 20 lb Fire Extinguishers
- 4 – Hazmat Placards
- 1 – Double loading system with 10’ hose
- 1 – To install DOT supplied Beacons and Strobe lights

B. COST

Cost must be submitted using *Attachment C: Bid Cost*. Cost shall be all inclusive, to include any additional fees, installation costs, or delivery costs. **Exclude all sales tax from your bid.** If discount is available for prompt payment, identify terms so it may be considered in analyzing bid.

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 North Carolina State 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 term shall last until all obligations of the parties have been satisfied, beginning on the date of contract award (the “Effective Date”).

5.6 PRICING

Bid 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 IFB.

5.7 INVOICES

- a) Invoices must be submitted to the following address:
- Cumberland County Solid Waste Management
698 Ann Street
Fayetteville, NC 28301

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

The contract formally entered into by the parties after the vendor is selected 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 bid herein.

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

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 IFB 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 IFB document.
2. **LATE BIDS:** Late bids, 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 bids, to waive minor informality in bids and to reject bid 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 bid 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 bid 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 IFB and in formal Addenda issued through the State's IPS and the County's Vendor Self Service website.
9. **COST FOR BID 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 bid 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 bid.
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 bid.

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

Bid Number: IFB #24-17-SW II Fuel Truck Rebid

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**: Vendors 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://cmunis.co.cumberland.nc.us/vss/Vendors/default.aspx>

This Space is Intentionally Left Blank

ATTACHMENT B: EXECUTION OF BID

EXECUTION

In compliance with this Invitation for Bid (IFB), 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 bid, the undersigned vendor certifies that this bid 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 bids or reject specific bids 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 bid 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 items/services specified in the IFB.
- _____ This bid 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 IFB 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 IFB, 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 complete, execute/sign (E-signature or handwritten) bid prior to submittal shall render the bid 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: BID COST

Solid Waste Fuel Truck
The fuel truck shall be a new Mack MDT <i>or equivalent</i> .
<ul style="list-style-type: none"> • Chassis: MD742-42R Medium Duty, Class 7 w/ 6.7 L. Max 33,000 GVWR
<ul style="list-style-type: none"> • On Board Diagnostic control
<ul style="list-style-type: none"> • Cummins Engine 300 HP @ 2600 RPM
<ul style="list-style-type: none"> • Automatic Transmission, 6 speed Allison Gen6 w/ Prognostics with PTO Provision
<ul style="list-style-type: none"> • Engine Break
<ul style="list-style-type: none"> • Cruise Control
<ul style="list-style-type: none"> • Engine Block Heater
<ul style="list-style-type: none"> • Power Take Off
<ul style="list-style-type: none"> • Audio Integrated Handsfree phone, Bluetooth
<ul style="list-style-type: none"> • Audio communication connector, USB auto
<ul style="list-style-type: none"> • Air suspended drivers seat
<ul style="list-style-type: none"> • Polished Aluminum Wheel Discs
<ul style="list-style-type: none"> • Glacier White Paint
Truck shall include oil system as follows:
<ul style="list-style-type: none"> • 5 – 203876 Graco 5:1 oil pump
<ul style="list-style-type: none"> • 5 – C07 Regulator
<ul style="list-style-type: none"> • 5- 327033 adapters
<ul style="list-style-type: none"> • 5 – High Flow Graco Meters
<ul style="list-style-type: none"> • 5 – Alemite 50' x ½" oil reels
<ul style="list-style-type: none"> • 5 – NPN hose kit
<ul style="list-style-type: none"> • 5 – NPN ball valves & nipples
Truck shall include DEF system as follows:
<ul style="list-style-type: none"> • 1 – ½" DEF Yamada pump
<ul style="list-style-type: none"> • 1 – Reelcraft 40' Def reel
<ul style="list-style-type: none"> • 1 – DEF nozzle with inline swivel
<ul style="list-style-type: none"> • 1 – CO7 Regulator
<ul style="list-style-type: none"> • 1 – Cann hose kit
Truck shall include chassis system as follows:
<ul style="list-style-type: none"> • 1 – Graco 50:1 120lb. pump
<ul style="list-style-type: none"> • 1 – Alemite 50' x 3/8" HP reel
<ul style="list-style-type: none"> • 1 – NPN conn. Hose kit
<ul style="list-style-type: none"> • 1 – C07 combo
<ul style="list-style-type: none"> • 1 – 242056 control w/swivel
<ul style="list-style-type: none"> • 2 – Tie Downs

Truck shall include air system as follows:
<ul style="list-style-type: none"> • 1 – TPL hydraulic compressor (32 CFM)
<ul style="list-style-type: none"> • 1 – NPN air manifold kit
<ul style="list-style-type: none"> • 1 – Alemite 50' x 1/2" air reel
Truck shall include waste oil system as follows:
<ul style="list-style-type: none"> • 1 – 1" Diaphragm pump
<ul style="list-style-type: none"> • 1 – 1 x 30' Alemite Waste Oil Reel
<ul style="list-style-type: none"> • 1 – 1 NPN Y-strainers
<ul style="list-style-type: none"> • 1 – 1 NPN coupler kits
<ul style="list-style-type: none"> • 1 – 1 NPN conn hose kits
<ul style="list-style-type: none"> • 1 – 1/2" regulators
<ul style="list-style-type: none"> • 1 – 4 way valves
Truck shall include fuel systems as follows:
<ul style="list-style-type: none"> • 1 – Hyd. Fuel Pump
<ul style="list-style-type: none"> • 1 – 1" Alemite Fuel Reel w/50' Hose
<ul style="list-style-type: none"> • 1 – 1" Tuthill Fuel Meter
<ul style="list-style-type: none"> • 1 – NPN Connecting Hose
Truck shall include tanks with vent fill as follows:
<ul style="list-style-type: none"> • 5 – 85 gallon Oil
<ul style="list-style-type: none"> • 1 – 85 gallon Stainless DEF
<ul style="list-style-type: none"> • 1 – 120 gallon Waste
<ul style="list-style-type: none"> • 1 – 750 Semi Elliptical Dot 406 Certified Tank
<ul style="list-style-type: none"> • 1 – Light reel
<ul style="list-style-type: none"> • 6 – Flood lights
Truck shall include PTO unit for straight drive or automatic.
<ul style="list-style-type: none"> • 1 – 16' Flat Bed w/ Side Access with Enclosed Reel Cabinet w/ Roll up Door.
<ul style="list-style-type: none"> • Paint Body NCDOT Black
<ul style="list-style-type: none"> • 1 – Tool Box mounted in Center of rear reel compartment
<ul style="list-style-type: none"> • 4 – Filter Boxes and Storage boxes
<ul style="list-style-type: none"> • 2 – 20 lb Fire Extinguishers
<ul style="list-style-type: none"> • 4 – Hazmat Placards
<ul style="list-style-type: none"> • 1 – Double loading system with 10' hose
<ul style="list-style-type: none"> • 1 – To install DOT supplied Beacons and Strobe lights
Truck Price \$
Delivery \$
Additional Fees:

Bid Number: IFB #24-17-SW II Fuel Truck Rebid

Total Bid: \$

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 B



SOLID WASTE

INVITATION FOR BID #24-17-SW II

FUEL TRUCK REBID

Date of Issue: March 28, 2024

Questions Due Date: April 2, 2024 (Tuesday) at 12:00 PM (EST)

Bid Due Date: April 10, 2024 (Wednesday) at 4:00 PM (EST)

Direct all inquiries concerning this IFB to:

Sophia Murnahan

Purchasing Manager

Email: CumberlandPurchasing@cumberlandcountync.gov

Phone: 910-678-7743

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

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1.0 PURPOSE AND BACKGROUND

Cumberland County is soliciting bids on behalf of the Solid Waste Management department for a fuel truck.

2.0 BID INSTRUCTIONS & REQUIREMENTS

2.1 INVITATION FOR BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before contract award. All attachments and addenda released for this IFB in advance of any contract award are incorporated herein by reference. By submitting a bid, 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 IFB. 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 bid, 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 IFB 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 bids.

2.2 BID SUBMITTAL

Bids, 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 bid via US Postal Service

BID TITLE:
IFB #24-17-SW II Fuel Truck Rebid

Cumberland County Purchasing Office
Attn: Sophia Murnahan
PO Box 1829
Fayetteville, NC 28302

Office address of delivery by any other method (special delivery, overnight, or any other carrier)

BID TITLE:
IFB #24-17-SW II Fuel Truck Rebid

Cumberland County Purchasing Office
Attn: Sophia Murnahan
117 Dick Street
4th Floor, Room 451
Finance Department
Fayetteville, NC 28301

IMPORTANT NOTE: All bids shall be physically delivered to the office address listed above on or **before Wednesday, April 10, 2024, at 4:00 PM**, as per the clock in the Purchasing Office of the Finance Department. All risk of late arrival due to unanticipated delay—whether delivered by 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 bid to the County department specified by the specified time and date of opening. Any bid received after the bid submission deadline will be rejected.

Public bid opening will be held at **4:00 PM**, as per the clock in the Purchasing Office of the Finance Department on **Wednesday, April 10, 2024**, at 117 Dick Street, 4th Floor, Room 451, Fayetteville, NC 28301.

- a) Submit **one (1) signed, original executed** bid response and **one (1)** electronic copy on a flash drive.
- b) Submit your bid in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table above. Bids will be subject to rejection unless submitted with the information above included on the outside of the sealed bid package.

Bid Number: IFB #24-17-SW II Fuel Truck Rebid

- c) The electronic copy of your bid must be provided on a flash drive. 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 bid addendums and/or corrections will be posted on the Cumberland County Vendor Self Service site <https://ccmunis.co.cumberland.nc.us/vss/Vendors/VBids/Default.aspx> . Vendors who submit a notice of intent to bid to CumberlandPurchasing@cumberlandcountync.gov will receive addendums by email.

2.3 BID QUESTIONS

Written questions shall be emailed to CumberlandPurchasing@cumberlandcountync.gov by **Tuesday, April 2, 2024 at 12:00 PM**. Vendors should enter ***“IFB #24-17-SW II Fuel Truck Rebid: Questions”*** as the subject for the email. Questions will not be answered by phone. Question submittals should include a reference to the applicable IFB 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/vss/Vendors/default.aspx> and shall become an Addendum to this IFB. **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 IFB. **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 IFB or that the County determines will produce information required in order for all vendors to submit a responsible bid, 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 IFB 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 IFB, 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 IFB.

Questions, issues, or exceptions regarding any term, condition, or other component within this IFB, must be submitted as questions in accordance with the instructions in Section 2.3 BID QUESTIONS. Vendor’s bid 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 IFB, 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 bid, 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 IFB. A vendor who does not comply with this provision may be disqualified from award of a contract.

!IMPORTANT INFORMATION! CONFIDENTIAL INFORMATION: The bid 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 bid 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 bid and will identify the measures that County will take to protect the confidentiality of the information. Vendor's submission of a bid after receipt of this notice from the County Finance Department 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 bid 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 invitation for bid and shall not be considered.

3.2 BID COMPLIANCE

It is in the best interest of vendors to submit bids that are clear, concise, and easily understood. Bids should provide information essential for a straightforward and concise description of vendor capabilities to satisfy the requirements of the IFB 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 IFB 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 bids should be easy to follow and all sections should be easily identified.

The specifications included in this package describe the items that the County feels are necessary to meet the performance requirements of this IFB, and shall be considered the minimum standards expected of the Bidder. 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 or 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 BID EVALUATION PROCESS

The County shall review all responses to this IFB to confirm that they meet the specifications and requirements of the IFB. 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 request additional quantities at the contracted price. The County reserves the right to reject any and all bids.

3.4 METHOD OF AWARD

IFB will be awarded based on lowest, responsive, responsible bidder method of award.

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

4.0 SCOPE OF WORK & VENDOR'S BID CONTENT REQUIREMENTS

4.1 VENDOR'S BID REQUIREMENTS

The vendor's bid must include the required information below. Failure to submit the requested information may render its bid non-responsive. **Vendors are urged and cautioned to read the notices in Section 3.1. Noncompliance with the confidentiality requirements will result in a bid being considered nonresponsive.**

A. SPECIFICATIONS

The specifications included in this package describe the items that the County feels are necessary to meet the performance requirements of this IFB, and shall be considered the minimum standards expected of the Bidder. 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. *Where brand names are used, consider the term "or equivalent" to follow.* If a vendor is providing a comparable item and not the exact item listed, vendor is responsible for providing literature proving comparable qualities.

The fuel truck shall be a new Mack MDT *or equivalent*.

- Chassis: MD742-42R Medium Duty, Class 7 w/ 6.7 L. Max 33,000 GVWR
- On Board Diagnostic control
- Cummins Engine 300 HP @ 2600 RPM
- Automatic Transmission, 6 speed Allison Gen6 w/ Prognostics with PTO Provision
- Engine Break
- Cruise Control
- Engine Block Heater
- Power Take Off
- Audio Integrated Handsfree phone, Bluetooth
- Audio communication connector, USB auto
- Air suspended drivers seat
- Polished Aluminum Wheel Discs
- Glacier White Paint

Truck shall include oil system as follows:

- 5 – 203876 Graco 5:1 oil pump
- 5 – C07 Regulator
- 5- 327033 adapters
- 5 – High Flow Graco Meters
- 5 – Alemite 50' x ½" oil reels
- 5 – NPN hose kit
- 5 – NPN ball valves & nipples

Truck shall include DEF system as follows:

Bid Number: IFB #24-17-SW II Fuel Truck Rebid

- 1 – ½” DEF Yamada pump
- 1 – Reelcraft 40’ Def reel
- 1 – DEF nozzle with inline swivel
- 1 – CO7 Regulator
- 1 – Cann hose kit

Truck shall include chassis system as follows:

- 1 – Graco 50:1 120lb. pump
- 1 – Alemite 50’ x 3/8” HP reel
- 1 – NPN conn. Hose kit
- 1 – C07 combo
- 1 – 242056 control w/swivel
- 2 – Tie Downs

Truck shall include air system as follows:

- 1 – TPL hydraulic compressor (32 CFM)
- 1 – NPN air manifold kit
- 1 – Alemite 50’ x ½” air reel

Truck shall include waste oil system as follows:

- 1 – 1” Diaphragm pump
- 1 – 1 x 30’ Alemite Waste Oil Reel
- 1 – 1 NPN Y-strainers
- 1 – 1 NPN coupler kits
- 1 – 1 NPN conn hose kits
- 1 – ½” regulators
- 1 – 4 way valves

Truck shall include fuel systems as follows:

- 1 – Hyd. Fuel Pump
- 1 – 1” Alemite Fuel Reel w/50’ Hose
- 1 – 1” Tuthill Fuel Meter
- 1 – NPN Connecting Hose

Truck shall include tanks with vent fill as follows:

- 5 – 85 gallon Oil
- 1 – 85 gallon Stainless DEF
- 1 – 120 gallon Waste
- 1 – 750 Semi Elliptical Dot 406 Certified Tank
- 1 – Light reel
- 6 – Flood lights

Truck shall include PTO unit for straight drive or automatic.

- 1 – 16’ Flat Bed w/ Side Access with Enclosed Reel Cabinet w/ Roll up Door.
- Paint Body NCDOT Black
- 1 – Tool Box mounted in Center of rear reel compartment

Bid Number: IFB #24-17-SW II Fuel Truck Rebid

- 4 – Filter Boxes and Storage boxes
- 2 – 20 lb Fire Extinguishers
- 4 – Hazmat Placards
- 1 – Double loading system with 10’ hose
- 1 – To install DOT supplied Beacons and Strobe lights

B. COST

Cost must be submitted using *Attachment C: Bid Cost*. Cost shall be all inclusive, to include any additional fees, installation costs, or delivery costs. **Exclude all sales tax from your bid.** If discount is available for prompt payment, identify terms so it may be considered in analyzing bid.

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 North Carolina State 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 term shall last until all obligations of the parties have been satisfied, beginning on the date of contract award (the “Effective Date”).

5.6 PRICING

Bid 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 IFB.

5.7 INVOICES

- a) Invoices must be submitted to the following address:
- Cumberland County Solid Waste Management
698 Ann Street
Fayetteville, NC 28301

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. *★ TAYLOR PUMP AND LIFT requires payment before pick-up*

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

The contract formally entered into by the parties after the vendor is selected 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 bid herein.

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

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 IFB 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 IFB document.
2. **LATE BIDS:** Late bids, 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 bids, to waive minor informality in bids and to reject bid 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 bid 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 bid 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 IFB and in formal Addenda issued through the State's IPS and the County's Vendor Self Service website.
9. **COST FOR BID 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 bid 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 bid.
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 bid.

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

Bid Number: IFB #24-17-SW II Fuel Truck Rebid

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**: Vendors 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/vss/Vendors/default.aspx>

This Space is Intentionally Left Blank

ATTACHMENT B: EXECUTION OF BID

EXECUTION

In compliance with this Invitation for Bid (IFB), 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 bid, the undersigned vendor certifies that this bid 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 bids or reject specific bids 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 bid 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 items/services specified in the IFB.
- This bid 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 IFB 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 IFB, 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 complete, execute/sign (E-signature or handwritten) bid prior to submittal shall render the bid invalid and it WILL BE REJECTED.

VENDOR: Taylor Pump and Lift		
STREET ADDRESS: 4325 Motorsports Dr SW	P.O. BOX: -	ZIP: 28027
CITY & COUNTY & ZIP: Concord, NC - Cabarrus County	TELEPHONE NUMBER: 704-786-9400	TOLL FREE TEL. NO: -
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10): Same as above		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Ashley Horne VP	FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE: Ashley Horne	DATE: 4-8-24	EMAIL: ashley@taylorpumpandlift.com

ATTACHMENT C: BID COST

Solid Waste Fuel Truck
The fuel truck shall be a new Mack MDT <i>or equivalent</i> .
<ul style="list-style-type: none"> • Chassis: MD742-42R Medium Duty, Class 7 w/ 6.7 L. Max 33,000 GVWR
<ul style="list-style-type: none"> • On Board Diagnostic control
<ul style="list-style-type: none"> • Cummins Engine 300 HP @ 2600 RPM
<ul style="list-style-type: none"> • Automatic Transmission, 6 speed Allison Gen6 w/ Prognostics with PTO Provision
<ul style="list-style-type: none"> • Engine Break
<ul style="list-style-type: none"> • Cruise Control
<ul style="list-style-type: none"> • Engine Block Heater
<ul style="list-style-type: none"> • Power Take Off
<ul style="list-style-type: none"> • Audio Integrated Handsfree phone, Bluetooth
<ul style="list-style-type: none"> • Audio communication connector, USB auto
<ul style="list-style-type: none"> • Air suspended drivers seat
<ul style="list-style-type: none"> • Polished Aluminum Wheel Discs
<ul style="list-style-type: none"> • Glacier White Paint
Truck shall include oil system as follows:
<ul style="list-style-type: none"> • 5 – 203876 Graco 5:1 oil pump
<ul style="list-style-type: none"> • 5 – C07 Regulator
<ul style="list-style-type: none"> • 5- 327033 adapters
<ul style="list-style-type: none"> • 5 – High Flow Graco Meters
<ul style="list-style-type: none"> • 5 – Alemite 50' x ½" oil reels
<ul style="list-style-type: none"> • 5 – NPN hose kit
<ul style="list-style-type: none"> • 5 – NPN ball valves & nipples
Truck shall include DEF system as follows:
<ul style="list-style-type: none"> • 1 – ½" DEF Yamada pump
<ul style="list-style-type: none"> • 1 – Reelcraft 40' Def reel
<ul style="list-style-type: none"> • 1 – DEF nozzle with inline swivel
<ul style="list-style-type: none"> • 1 – CO7 Regulator
<ul style="list-style-type: none"> • 1 – Cann hose kit
Truck shall include chassis system as follows:
<ul style="list-style-type: none"> • 1 – Graco 50:1 120lb. pump
<ul style="list-style-type: none"> • 1 – Alemite 50' x 3/8" HP reel
<ul style="list-style-type: none"> • 1 – NPN conn. Hose kit
<ul style="list-style-type: none"> • 1 – C07 combo
<ul style="list-style-type: none"> • 1 – 242056 control w/swivel
<ul style="list-style-type: none"> • 2 – Tie Downs

Bid Number: IFB #24-17-SW II Fuel Truck Rebid

Truck shall include air system as follows:
<ul style="list-style-type: none">• 1 – TPL hydraulic compressor (32 CFM)
<ul style="list-style-type: none">• 1 – NPN air manifold kit
<ul style="list-style-type: none">• 1 – Alemite 50' x ½" air reel
Truck shall include waste oil system as follows:
<ul style="list-style-type: none">• 1 – 1" Diaphragm pump
<ul style="list-style-type: none">• 1 – 1 x 30' Alemite Waste Oil Reel
<ul style="list-style-type: none">• 1 – 1 NPN Y-strainers
<ul style="list-style-type: none">• 1 – 1 NPN coupler kits
<ul style="list-style-type: none">• 1 – 1 NPN conn hose kits
<ul style="list-style-type: none">• 1 – ½" regulators
<ul style="list-style-type: none">• 1 – 4 way valves
Truck shall include fuel systems as follows:
<ul style="list-style-type: none">• 1 – Hyd. Fuel Pump
<ul style="list-style-type: none">• 1 – 1" Alemite Fuel Reel w/50' Hose
<ul style="list-style-type: none">• 1 – 1" Tuthill Fuel Meter
<ul style="list-style-type: none">• 1 – NPN Connecting Hose
Truck shall include tanks with vent fill as follows:
<ul style="list-style-type: none">• 5 – 85 gallon Oil
<ul style="list-style-type: none">• 1 – 85 gallon Stainless DEF
<ul style="list-style-type: none">• 1 – 120 gallon Waste
<ul style="list-style-type: none">• 1 – 750 Semi Elliptical Dot 406 Certified Tank
<ul style="list-style-type: none">• 1 – Light reel
<ul style="list-style-type: none">• 6 – Flood lights
Truck shall include PTO unit for straight drive or automatic.
<ul style="list-style-type: none">• 1 – 16' Flat Bed w/ Side Access with Enclosed Reel Cabinet w/ Roll up Door.
<ul style="list-style-type: none">• Paint Body NCDOT Black
<ul style="list-style-type: none">• 1 – Tool Box mounted in Center of rear reel compartment
<ul style="list-style-type: none">• 4 – Filter Boxes and Storage boxes
<ul style="list-style-type: none">• 2 – 20 lb Fire Extinguishers
<ul style="list-style-type: none">• 4 – Hazmat Placards
<ul style="list-style-type: none">• 1 – Double loading system with 10' hose
<ul style="list-style-type: none">• 1 – To install DOT supplied Beacons and Strobe lights
Truck Price \$ 228,311.00
Delivery \$ customer responsible for pick-up or delivery of truck once completed. Taylor pump and Lift does not provide delivery
Additional Fees:

Bid Number: IFB #24-17-SW II Fuel Truck Rebid

Total Bid: \$ 228,311.00

* Taylor Pump and Lift requires payment before pick-up

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: Taylor Pump and Lift

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:

Ashley Horne 4-8-24
Signature Date

Ashley Horne VP
Printed Name Title

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



TRUCK QUOTE

4325 Motorsports Drive
Concord, NC 28027
P: (704) 786-9400
F: (704) 784-2442

Date: 03-13-2024 01:46 PM
Estimate #: EST-24-4901
Rep: Frank Stevenson
Rep Phone Number: +1 8036247413

Contact Name	Account Name	Terms
SOPHIA MURNAHAN	CUMBERLAND COUNTY LANDFILL	DUE ON RECEIPT

We are pleased to quote you the following lube equipment:

TRUCK SERIES:

1 - FLATBED AIR DRIVEN FUEL LUBE TRUCK

TRUCK BODY:

1 - 16' Flat Bed w/ side step access w/enclosed reel cabinet w/lockable roll-up door
1 - MACK MD7 (SEE ATTACHED SPECIFICATIONS)

OIL SYSTEM:

5 - 327033 adapters
5 - Alemite 50' x 1/2" oil reels
5 - Co7 regulator
5 - Graco Fireball 5:1 air-driven oil pump
5 - Graco mechanical oil meters
5 - 10-micron inline HP oil filters
5 - NPN ball valves & nipples
5 - NPN hose kit

DEF SYSTEM:

1 - 3/8" Air-operated DEF pump
1 - Co7 Regulator
1 - DEF 50' reel
1 - Nozzle with swivel
1 - NPN stainless and poly conn hose kit

CHASSIS/GREASE SYSTEM:

1 - 6320 control w/swivel
1 - Alemite 50' x 3/8" reel
1 - Co7 combo
1 - NPN conn hose kit
1 - Tie Downs
1 - Graco 120lb 50:1 pump

AIR SYSTEM:

1 - Alemite 50' x 1/2" air reel
1 - NPN air manifold kit
1 - TPL hydraulic compressor 34CFM, PTO Driven

* Estimate valid for 30 days from original creation date list above . Tax amount subject to adjustment based on state rates as applicable to goods & services. This is NOT A BILL. Please pay from invoice.



4325 Motorsports Drive
Concord, NC 28027
P: (704) 786-9400
F: (704) 784-2442

TRUCK QUOTE

Date: 03-13-2024 01:46 PM
Estimate #: EST-24-4901
Rep: Frank Stevenson
Rep Phone Number: +1 8036247413

WASTE OIL SYSTEM:

- 1 - 1" Yamada air-driven pump
- 1 - 1" x 30" Alemite waste oil reel
- 1 - Co7 regulator
- 1 - NPN conn hose kits
- 1 - NPN coupler kits
- 1 - NPN Y-strainers
- 1 - 4-way valves

FUEL SYSTEM:

- 1 - 1 1/2" hyd-operated fuel pump
- 1 - 1" fuel reel w/ 50' hose
- 1 - 1" Tuthill fuel meter
- 1 - NPN connecting hose
- 1 - 7H Nozzle

TANKS:

- 5 - 85-gallon new oil tank
- 1 - 750-gallon semi-elliptical diesel tank
- 1 - 120 GALLON Tank (Waste Oil)
- 1 - 85 GALLON DEF Stainless

ELECTRICAL/LIGHTING:

- 4 - LED spot lights
- 1 - Rear back up camera
- 1 - Rechargeable drop light at rear of truck
- 4 - 4100 Lum floods, 2 on each side of body

MISCELLANEOUS:

- 2 - 20LB FIRE EXTINGUISHERS
- 4 - HAZMAT PLACARDS
- 1 - Toolbox mounted in rear compartment
- 1 - INSTALL NCDOT SUPPLIED BEACON AND STROBE LIGHTS
- 1 - DOUBLE LOADING SYSTEM WITH 10' HOSE

PAINT:

- 1 - Paint body black

STORAGE:

- 2 - Storage boxes, mounted underbody
- 3 - Above-body storage boxes

* Estimate valid for 30 days from original creation date list above . Tax amount subject to adjustment based on state rates as applicable to goods & services. This is NOT A BILL. Please pay from invoice.



4325 Motorsports Drive
Concord, NC 28027
P: (704) 786-9400
F: (704) 784-2442

TRUCK QUOTE

Date: 03-13-2024 01:46 PM
Estimate #: EST-24-4901
Rep: Frank Stevenson
Rep Phone Number: +1 8036247413

PTO POWER:

1 - PTO for auto-trans

Estimated time of completion :
2nd Quarter 2025

TOTAL:	\$228,311.00
--------	--------------

- Mounted on cab and chassis of your choice
- C/A or C/T: 123" CA
- Approximate weight of unit as quoted to be

Please sign below acknowledging your approval of this quote as written on the date at the top of this document. If you have any questions or would like to request changes, please contact your sales representative at the phone number listed at the top of the first page, or call our office at (704) 786-9400. We look forward to working with you!

Full Name: SOPHIA MURNAHAN

Signature:

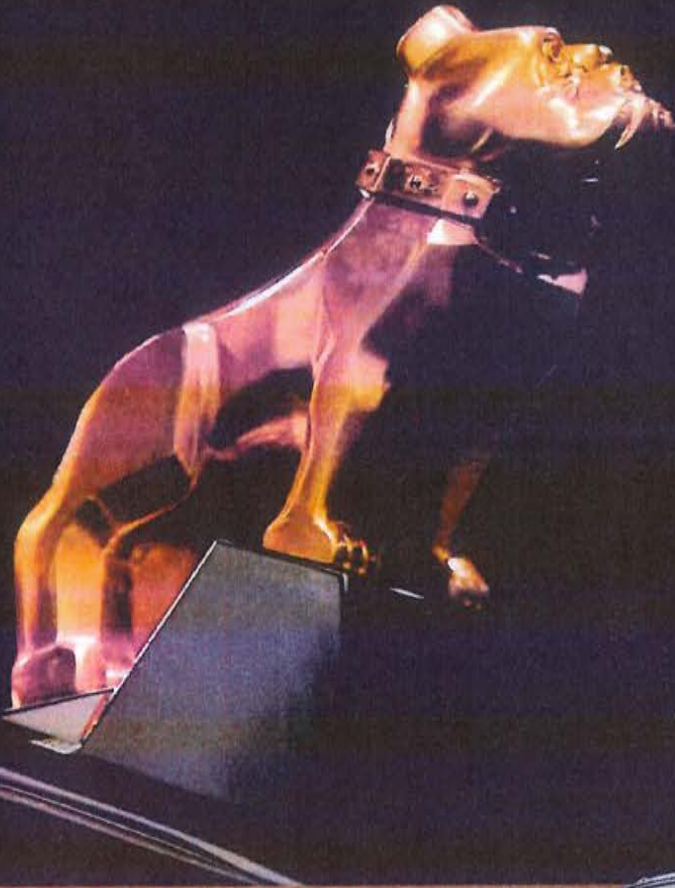
PO # (if applicable): _____

PO Attachment:

★ Taylor Pump and Lift requires payment before pick-up

** Estimate valid for 30 days from original creation date list above . Tax amount subject to adjustment based on state rates as applicable to goods & services. This is NOT A BILL. Please pay from invoice.*

CUSTOMER PROPOSAL



PREPARED FOR
TAYLOR PUMP
4325 MOTORSPORTS DR SW
CONCORD
NC 280278977

DATE
3/13/2024

PREPARED BY
TRANSOURCE, INC.
8808 MIDWAY WEST RD
RALEIGH
NC 27617-4609

QUOTE INFORMATION
BLAN2024000093C626
MD7 42R
Qty: 1



TECHNICAL SPECIFICATION

MD7 42R



CUSTOMER/VEHICLE INFO			DESCRIPTION	WEIGHT (LB)	
				FRONT	REAR
S	002GI2	CHASSIS (BASE MODEL)	MD742 - 42R MEDIUM DUTY, CLASS 7 w/ 6.7L, (MAX 33,000lbs GVWR)	2,095	552
S	99XE1X	ASSEMBLY PLANT	FACTORY USA (RV, MACK)	0	0
	0051C5	VEHICLE USE & BODY/TRAILER TYPE	SERVICE/UTILITY TRUCK	0	0
	0342A2	VEHICLE VOCATION	CONSTRUCTION SERVICE	0	0
S	MP2001	CUSTOMER FLEET SIZE	DEALER FLEET WITH LESS THAN 25 VEHICLES IN OWN FLEET OF ANY VEHICLE BRAND	0	0
	013002	TYPE OF SERVICE	MUNICIPAL	0	0
	M84033	INTENDED REGISTRATION LOCATION	NORTH CAROLINA	0	0
S	M98018	WARRANTY REGISTRATION LOCATION	USA - WARRANTY REGISTRATION LOCATION	0	0
	MBT05T	EMISSION WARRANTY CERTIFICATION	EPA (only) Cummins Diesel	0	0
S	5050B5	INITIAL REGISTRATION LOCATION	USA REGISTRATION	0	0
S	534014	LANGUAGE-PUBS/DECAL/SIGNS	ENGLISH	0	0
S	032A99	OPERATING TERRAIN GRADE CONDITIONS	CITY, STARTING GRADES<6%	0	0
S	033A20	LOADING SURFACE FACTOR	ASPHALT LOADING AND / OR UNLOADING SURFACE	0	0
S	MOC007	OPERATING CLASS	OPERATING CLASS 7; 33000lb GVWR	0	0

ENGINE & TRANSMISSION			DESCRIPTION	WEIGHT (LB)	
				FRONT	REAR
S	78AC5X	EMISSION ON BOARD DIAG CONTROL	EMISSION OBD, DISPLAY ONLY, USA2016	0	0
	1003L0	ENGINE / MOTOR	ISB6.7-300 DIESEL CUMMINS 300HP @ 2600RPM (GOV) 660 LB-FT, US21	1,588	-30
	1361W6	TRANSMISSION	3000 RDS 6 SPEED ALLISON GEN6 W/PROGNOSTICS, WITH PTO PROVISION	516	95
S	E7EA1X	FUELSENSE CALIBRATION	ALLISON FUELSENSE, NEUTRAL AT STOP	0	0
S	B1EC1X	TRANSM AUTO NEUTRAL ON P-BRAKE	AUTO NEUTRAL SINGLE INPUT WITH SHIFT SELECTOR OVERRIDE	0	0

ENGINE & TRANSMISSION EQUIPMENT			DESCRIPTION	WEIGHT (LB)	
				FRONT	REAR
	HTXB2X	ENGINE BRAKE TYPE	ENGINE BRAKE	0	0
	JDXA1X	CRUISE CONTROL	CRUISE CONTROL	0	0
S	132AB9	ALTERNATOR	DELCO 12V 160A (28SI) BRUSH-TYPE	0	0
	3180A8	BATTERY DISCONNECT SWITCH	BATTERY DISCONNECT SWITCH	5	0
S	NCXD1X	STARTER MOTOR	12 VOLT MELCO STARTER (MITSUBISHI ELECTRIC)	0	0
	5NXB7X	ENGINE BLOCK HEATER	120 VOLT / 0.75 KW, ENGINE BLOCK HEATER	3	0
	TYXE1X	POWER TAKE OFF CONTROL	POWER TAKE OFF TRANSMISSION CONTROL, PREP KIT F/SINGLE PTO	0	0

AXLE & SUSPENSION			DESCRIPTION	WEIGHT (LB)	
				FRONT	REAR
S	2400S0	FRONT AXLE	12,000LB MERITOR MFS+ 5400 KG	1,142	0
S	2440C4	SPRINGS - FRONT	MACK TAPERLEAF 12300# (5500 KG) GROUND LOAD RATING	0	0
S	2410A1	FRONT AXLE BRAKES	MERITOR "S" CAM TYPE 16.5" x 5" Q+	0	0
S	1JAAAX	PARKING BRAKE VALVE	PARKING BRAKE VALVE, 1 YELLOW KNOB, ALL PARKING	0	0

PRICELIST DATE
20230717

QUOTATION
BLAN2024000093C626

DATE
3/13/2024

PAGE
2 of 6

TECHNICAL SPECIFICATION *(cont.)*



				WEIGHT (LB)	
AXLE & SUSPENSION			DESCRIPTION	FRONT	REAR
S	698058	ANTILOCK BRAKE SYSTEM	BENDIX WITHOUT TRACTION CONTROL 4S4M	0	0
S	2520M2	REAR AXLE - SINGLE	21000# (9525 kg) MERITOR MS-21-13X, (W/O DIFF LOCK) CASING 11.0mm	0	1,116
S	260AA5	REAR SUSPENSION - SINGLE	21000# (9525kg) MULTILEAF	0	481
	ZAX99X	SUSPENSION LEVELLING DEVICE (CA In PC29 only)	WITHOUT SUSPENSION LEVELLING DEVICE	0	0
S	253AA4	BRAKES - REAR	MERITOR "S" CAM 16.5"x7" Q+	0	0
S	TAXNFX	REAR AXLE RATIO	RATIO 5.57, REAR AXLE	0	0

				WEIGHT (LB)	
CHASSIS EQUIPMENT			DESCRIPTION	FRONT	REAR
	DPF07F	DPF DIESEL PARTICULATE FILTER	CUMMINS SINGLE MODULE E.A.T.S. RH SIDE UNDER CAB US17 (7L over 271HP only!)	84	78
S	130AA9	EXHAUST	UNDERFRAME RIGHT SIDE INBOARD MOUNTED (Diesel engines only)	0	0

				WEIGHT (LB)	
FRAME EQUIPMENT & FUEL TANKS			DESCRIPTION	FRONT	REAR
	271186	WHEELBASE	186" Wheelbase (123" CA) 60" After-frame	510	457
S	274194	FRAME RAILS	STEEL - 260MM X 70MM X 8MM -- (10.24" X 2.75" X 0.31"); RBM 1,580,000 LB-IN	0	0
S	JVXBAX	PRIMARY FUEL FILTER	FUEL FILTER & WATER SEPARATOR (Diesel engines only)	12	0
S	288AC2	FUEL TANK - LH	50 GALLON (190 L) 22" ALUMINUM ROUND	126	45

				WEIGHT (LB)	
CAB INTERIOR			DESCRIPTION	FRONT	REAR
S	198048	SPEEDOMETER -&- GAUGES - UNIT(S) OF MEASURE	U.S. UNITS (PREDOMINANT)	0	0
	5RXA1X	BACK-UP ALARM	BACK-UP ALARM	0	0
S	PVXA2X	AIR RESTRICTION INDICATOR	MECHANICAL, GRADUATED, ON FILTER	0	0
S	LSXH1X	DAYTIME RUNNING LIGHTS	DRL WHEN ENGINE RUNNING & PARK BRAKE OFF	0	0
S	40XAIX	FIRE EXTINGUISHER	HAND FIRE EXTINGUISHER 2.2 KG (5LB) ENGLISH DECAL, ABC	0	0
	4VX31X	WARNING TRIANGLE	THREE WARNING TRIANGLES	0	0
S	F8XAVX	AUDIO SYSTEM	RADIO, AM/FM, MP3, WEATHER BAND	0	0
S	5EAA1X	AUDIO INTEGRAT. PHONE HANDSFRE	AUDIO INTEGRATED HANDSFREE PHONE, BLUETOOTH	0	0
S	5FAA1X	AUDIO COMMUNICATION CONNECTOR	AUDIO COMMUNICATION CONNECTOR, USB AUDIO	0	0
S	D6XS1X	COMMUNICATION EQUIPMENT	FACTORY INSTALLED GEOTAB FLEET MANAGEMENT SYSTEM	0	0
S	3ZXG2X	DRIVER SEAT	MACK DRIVERS SEAT, AIR SUSPENDED	0	0
S	U3CA1X	DRIVERS SEAT UPHOLSTERY	DRIVERS SEAT UPHOLSTERY, VINYL	0	0
S	34XB1X	PASSENGER SEAT	FIXED PASSENGER SEAT	29	0
S	U4CA1X	PASSENGERS SEAT UPHOLSTRY	PASSENGERS SEAT UPHOLSTERY, VINYL	0	0
S	592052	SEAT BELT(S)	ALL SEAT BELTS, BLACK	0	0

				WEIGHT (LB)	
CAB EXTERIOR			DESCRIPTION	FRONT	REAR
S	P8XD1X	HEADLAMPS	HEADLAMP TYPE, HALOGEN	0	0
S	6MEB4X	HOOD RADIATOR GRILLE, FINISH	HOOD RADIATOR GRILLE FINISH, MATTE BLACK	0	0

PRICELIST DATE
20230717

QUOTATION
BLAN2024000093C626

DATE
3/13/2024

PAGE
3 of 6

TECHNICAL SPECIFICATION *(cont.)*



				WEIGHT (LB)	
CAB EXTERIOR			DESCRIPTION	FRONT	REAR
S	W9EAFX	FRONT BUMPER FINISH	FRONT BUMPER FINISH PAINTED GLOSS BLACK	0	0
	1520F2	MIRRORS - EXTERIOR	HEATED AND MOTORIZED MIRRORS BOTH SIDES, BLACK (Anthem mirror)	29	0

				WEIGHT (LB)	
WHEELS & TIRES			DESCRIPTION	FRONT	REAR
	900AS0	TIRES BRAND/TYPE - FRONT	11R22.5 G BRIDGESTONE R268 ECOPIA (12350 lbs) (Total for QTY = 2)	243	0
	5310Y1	WHEELS - FRONT	22.5x8.25 ACCURIDE, 51487x POWDER COATED WHITE STEEL DISC (Total for QTY = 2)	128	0
	FWT002	FRONT AXLE TIRE & WHEEL QUANTITY	TWO FRONT TIRES & WHEELS	0	0
	901090	TIRES BRAND/TYPE - REAR	11R22.5 G BRIDGESTONE M760 ECOPIA (23360 lbs) (DRIVE ONLY) (Total for QTY = 4)	0	538
	346176	WHEELS - REAR	22.5x8.25 ACCURIDE, 51487x POWDER COATED WHITE STEEL DISC (Total for QTY = 4)	0	256
	RWT004	REAR AXLE TIRE & WHEEL QUANTITY	FOUR REAR AXLE TIRES & WHEELS	0	0

				WEIGHT (LB)	
PAINT			DESCRIPTION	FRONT	REAR
S	924014	PAINT TYPE	SOLID PAINT	0	0
S	944CQ2	PAINT COLOR - FIRST COLOR	GLACIER WHITE; P3029	0	0

				WEIGHT (LB)	
BASE WARRANTY & PURCHASED COVERAGES			DESCRIPTION	FRONT	REAR
S	M58038	ENGINE TOWING WARRANTY	CUMMINS ENGINES (Contact Cummins for Standard Warranty and Extended Coverage Details)	0	0
S	898002	VEHICLE WARRANTY TYPE	NORMAL DUTY WARRANTY CLASSIFICATION	0	0
S	M50AQ7	BASIC CHASSIS COVERAGE	CHASSIS PLAN 24 MO/UNLIMITED MI NORMAL DUTY PROTECTION PLAN	0	0
S	M51102	ENGINE WARRANTY	CUMMINS ENGINES B6.7 (Contact Cummins for Standard Warranty and Extended Coverage Details)	0	0
S	M52032	EMISSION COMPONENT COVERAGE	CUMMINS ENGINES (Contact Cummins for Standard Warranty and Extended Coverage Details)	0	0
S	M540B4	TRANSMISSION WARRANTY	ALLISON TRANSMISSIONS (Contact Allison Transmission for standard warranty and extended coverage data)	0	0
S	M560V6	AIR CONDITIONING WARRANTY	AIR CONDITIONING STANDARD COVERAGE (Sealed System Only) 24 MONTHS UNLIMITED MILEAGE	0	0
S	M57028	CHASSIS TOWING WARRANTY	STANDARD CHASSIS TOWING 90 DAYS OR 5,000 MILES	0	0

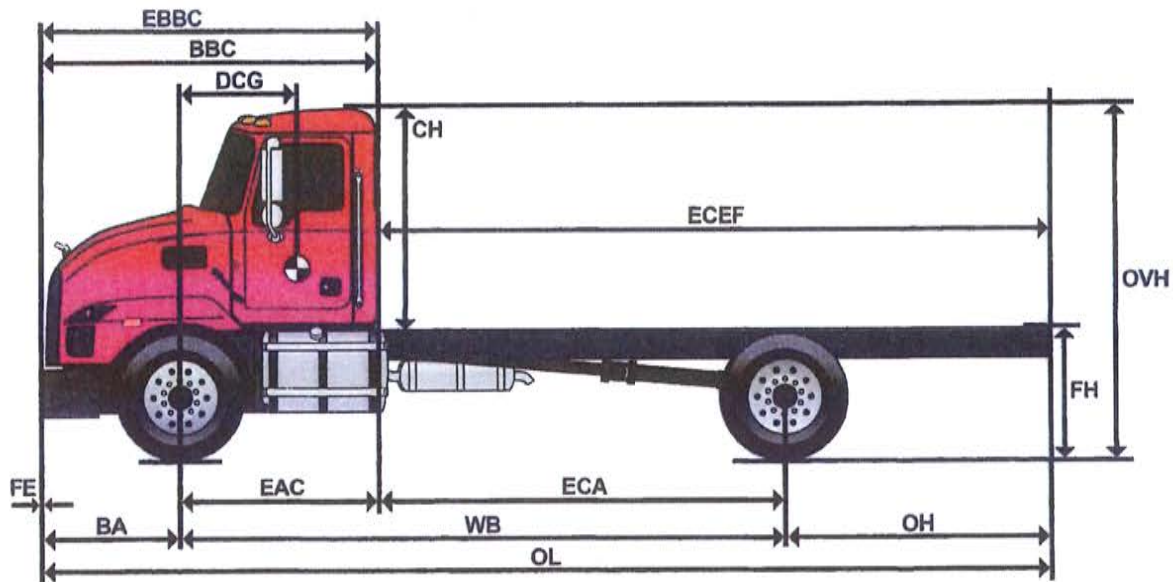
				WEIGHT (LB)	
SERVICES			DESCRIPTION	FRONT	REAR
S	S02011	MACK ONECALL AND ASIST	MACK ONECALL AND ASIST - 12 MONTH	0	0
S	S06013	PARTNERED SERVICES	GEOTAB FOR MACK TRUCKS - 12 MONTH	0	0

FRONT / REAR AXLE WEIGHTS (LB)	6504	3583
TOTAL WEIGHT (LB)	10087	



VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY

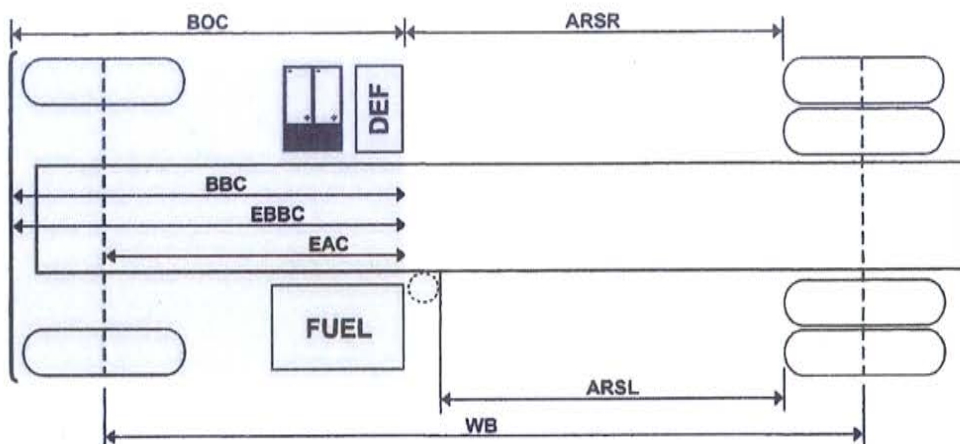
Description	Sales Code	Dim Ref	Length	UOM
Front Frame Extension	N/A	FE	0.0	INCHES
Bumper to Front Axle	N/A	BA	40.0	INCHES
Eff. Bumper to Front Axle	N/A	N/A	40.0	INCHES
Wheelbase	N/A	WB	186.0	INCHES
Rear Overhang	N/A	OH	59.6	INCHES
Overall Length	N/A	OL	285.7	INCHES
Bumper to Back of Cab	N/A	BBC	103.0	INCHES
Eff. Bumper to Back of Cab	N/A	EBBC	103.0	INCHES
Eff. Cab to Rear Axle	N/A	ECA	123.0	INCHES
Eff. Front Axle to Back of Cab	N/A	EAC	63.0	INCHES
Eff. Cab to End of Frame	N/A	ECEF	182.7	INCHES
Unladen Frame Height	N/A	FH	40.9	INCHES
Cab Height	N/A	CH	69.1	INCHES
Overall Height	N/A	OVH	110.0	INCHES
Driver CG	N/A	DCG	59.1	INCHES





VEHICLE SPECIFICATION/CALCULATED PERFORMANCE SUMMARY

Description	Sales Code	Orig Part	Left Value(in)	Right Value(in)
Wheelbase	N/A	WB	186.0	186.0
Available Rail Space Right	N/A	ARSR	N/A	103.9
Available Rail Space Left	N/A	ARSL	93.9	N/A
Eff. Front Axle to Back of Cab	N/A	REF	63.0	63.0
Front Axle To Fender	001AA3	N/A	30.0	30.0
Battery Box	001AA3	N/A	0.0	25.0
50 GALLON (190 L) 22" ALUMINUM ROUND / TRUCK	288AC2 / 001AA3	N/A	41.0	0.0
Ad-Blue Tank	001AA3	N/A	0.0	6.0
Drive Tire Radius	901090	N/A	21.1	21.1



Top View image is intended for illustration purposes only and is not presented to scale. Wheelbase, Axle Spacing and After frame are not shown as specified, but are a representation. Customer Adaptation (CA) options and relocated components are not represented in these images. Most CA options impact the variation of the image, thus an image may not populate. Calculations are approximate to a tolerance of ± 4 inches due to component mounting variation. Certain chassis component options are NOT represented in the Top View image, such as, but not exclusive to, Front Frame Extensions, Fuel Water Separators, Air Dryers, PTOs, Fifth Wheels, Chassis Fairings, Toolboxes, Trailer Connections. For further information on these items and their respective locations on your specification, please refer to the data sheets associated with those items in the configurator.

MACK®



Mack Trucks
www.macktrucks.com



Limited Warranty

Taylor Pump and Lift is proud to back every lube product we manufacture and/or sell with an industry-leading warranty, as described below. Please refer to this document as it pertains to all products, parts, and services, along with how to properly open a warranty claim.

Subject to any exclusions and limitations listed below, Taylor Pump and Lift (hereinafter noted as "TPL") warrants each Lube Skid and Fuel/Lube Truck Body ("Product") to be free from defect in fluid dispensing equipment, product material, and workmanship, under normal use and service, which is defined as the deterioration which occurs based upon the use of which the unit is intended and without negligence, carelessness, accident, or misuse by the operator. Length of warranty, as noted below, is based as of date of purchase of the Product and is determined based on reason for and extent of claim of warranted area. This Limited Warranty ("Warranty") extends to the first purchaser of the Product and is nontransferable. This Limited Warranty is the purchaser's exclusive remedy and applies to new Products only purchased through TPL or an authorized TPL distributor.

5 YEAR LIMITED WARRANTY	2 YEAR LIMITED WARRANTY
Applies to the coverage of all fluid-dispensing parts on truck bodies and skids manufactured by TPL, beginning on the original purchase date (see below).	Workmanship on truck bodies and skids. Includes, but is not limited to, weld integrity, material integrity, accurate sizing, overall tank sturdiness, and paint quality and application, as specifically outlined in the quote and/or purchase order of the unit.

PAINT:

Paint coverage on TPL's manufactured/painted products is valid up to one (1) year from the invoice date. This applies to coverage on all components that TPL paints to be free from defects including, but not limited to, corrosion, blisters, and/or unreasonable color, as determined to be a result of paint failure. Damage such as chips, scratches, and/or corrosion due to dirt build-up that occurs through normal product use is not covered under this Warranty. Rust bleed-out from inaccessible structural features as a result of prolonged moisture exposure does not constitute a failure in paint coverage or adhesion, and is not covered under this Warranty.

PARTS/EQUIPMENT:

Fluid Transfer - This Warranty covers equipment (reels, pumps, and meters) responsible for the delivery of petroleum products, including but not limited to, new oil products, waste oil products or grease, **for a period of 5 years**, based on normal use, application and circumstances surrounding any presumed equipment failure. In the case that the equipment is not a part of a

truck body or skid manufactured or sold by TPL, the item will be subject to the manufacturer's warranty. This Warranty includes the return of failed equipment to TPL repair shop, or previously authorized location, for repair and return of equipment to customer. New parts will be used in the repair of aforementioned equipment unless authorized by customer to utilize reclaimed or gently used materials. Replacement equipment (new or rebuilt) will NOT be sent to customer in exchange for failed equipment unless authorized or approved by TPL personnel to be necessary, and will be reviewed on a case-by-case basis. If there is no defect found with equipment, repair work and return shipment of equipment back to the customer will be at the customer's expense and billed out accordingly.

DEF Product – This Warranty covers DEF fluid transfer equipment (including polyethylene pumps, reels, and control nozzles) **for a period of 2 years**, based on normal use, application and circumstances surrounding any presumed equipment failure. Warranty includes the return of failed equipment to TPL repair shop, or previously authorized location, for repair and subsequent return of equipment to customer. New parts will be used in the repair of aforementioned equipment unless authorized by customer to utilize reclaimed or gently used materials. Replacement equipment (new or rebuilt) will NOT be sent to customer in exchange for failed equipment unless authorized or approved by TPL personnel to be necessary, and will be reviewed on a case-by-case basis. If there is no defect found with equipment, repair work and return shipment of equipment back to the customer will be at the customer's expense and billed accordingly.

Hoses – Warranty will cover hoses responsible for the delivery of any/all fluid products pertaining to the parts and equipment assembled by TPL throughout the Product **for a period of 90 days**. Hose failure may include, but is not limited to, craftsmanship and manufacture of hoses, crimp and fittings associated with hose connection, uncommon wear or bubbling of hose, or hose placement which may have caused undue or unnatural wear and tear of material. If failure is noted, customer will notify TPL and have equipment returned to TPL for replacement or repair. Upon approval through this Warranty, replacement hose(s) may be issued to the customer in lieu of returning equipment or Product back to TPL, in exchange of damaged or faulty hose(s) and replaced at customer's expense unless otherwise agreed or approved by TPL personnel. If or when necessary, TPL will either contact an approved third party to deliver and exchange needed parts on behalf of TPL or will review, upon presentation, a third party of the customer's suggestion to deliver and exchange said material as noted above.

Labor Reimbursement Policy – If it is agreed that repair or replacement of parts or equipment is not able to be completed at TPL location, TPL will, in its sole discretion, consider labor reimbursement, during the defined warranty period, provided that the repair has been pre-approved by an authorized TPL representative in writing. If warranty claim is completed by a third party, direct payment will be made to the third party, assuming pre-approval for all work done has been authorized and signed for by TPL representative.

Shipping Costs – Upon review and approval for the repair or replacement of failed parts or equipment, TPL will pay for the shipping of Warranty parts by ground shipping (UPS or FEDEX

at TPL's discretion). Expedited freight delivery is available, at the expense of the customer, unless otherwise authorized or approved by TPL personnel. Shipping, for the return of parts or equipment, for warranty consideration will be covered under this Warranty unless review of parts or equipment finds no defect or defect is found to be caused by user or application error. In this case, the customer will be responsible and liable for shipping expenses as noted above.

SERVICE/LABOR:

Under this Warranty, TPL will cover the cost and/or perform the repair of any damages that occur during the installation of lubrication systems or servicing of those systems, at the time of incident, if they are determined to be the result of negligence or incident by TPL staff, not to exceed the total cost of the quoted project in total. This includes, but is not limited to, air and oil product tubing, hoses, reels, tanks, and structural damage. The extent of and cause of the damage will be determined at the sole discretion of TPL, in conjunction with information provided by customer. In the event that previously installed TPL equipment is damaged, or personal injury occurs, due to third parties or contractors interacting with that equipment, TPL will not be held liable under any circumstances. A warranty claim must be filed for any and all service/labor situations.

LIMITATIONS AND EXCLUSIONS:

This Warranty does not cover the following and/or may be void in the following situations, at the sole discretion of TPL.

1. TPL will not be liable for damages resulting from:
 - Accidents, including but not limited to, collision with another vehicle or object and/or any event that is unintentional, unexpected, or unforeseen
 - Improper operation, abnormal usage, misuse or negligence which includes, but is not limited to, regular visual inspections on equipment, any/all required safety inspections, DOT inspections, filter replacement, and/or use on off-road terrain
 - Overloading
 - Failure to provide proper routine maintenance, repair, or installation services
 - Unsuitable storage including, but not limited to, any storage arrangement that jeopardizes the contents of the unit during extreme temperatures
 - Improper repairs, alterations, or modifications, including the installation of accessories not made or installed by TPL or any authorized representative of such
 - Acts of God, or any other acts that are not the fault of TPL
 - Vandalism

2. Any Product, including truck bodies and/or accessories, whose identification/serial numbers or marks have been altered or removed

3. Any component of the Product in which any of the required or recommended periodic inspection or servicing has been performed using parts not manufactured or supplied by TPL

4. Any defect which was caused, in TPL's sole judgement, by operation of the body or accessory, not abiding by standard operating procedures outlined in the Operator's Manual
5. Any circumstance of any incidental or consequential damages, including but not limited to loss of profits or out-of-service time, occurring for any reason
6. Electronic accessories and systems not of TPL's manufacture are warrantied only to the extent of the item's respective manufacturer's warranty, if any
7. In no event shall TPL's liability exceed the original purchase price of the Product
8. This Warranty does not exceed any warranties provided by third party suppliers.

SUBMITTING A WARRANTY CLAIM:

Warranty claim submission should be completed in one of two ways:

1. **Complete and submit the warranty claim form**, which can be found on our website at www.taylorpumpandlift.com/contact/warranty

Once the warranty claim form has been submitted, you will receive an initial contact from the TPL Warranty Department within 24 business hours of submission, via phone or email. Additional information and follow up communication may be required regarding possible remedy of problem, which may potentially occur in lieu of warranty claim. In the event of an urgent situation, please contact our office immediately at the number below.

2. **Contact our office at (704) 786-9400** and ask to speak to our Warranty Department Manager.

If you have any questions regarding any additional issues or context regarding the content of this warranty policy, please contact our office at (704) 786-9400. We look forward to working with you!

ACTION AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
COURTHOUSE - ROOM 118
JUNE 17, 2024
6:45 PM

INVOCATION - Commissioner Marshall Faircloth

PLEDGE OF ALLEGIANCE -

INTRODUCTIONS

Fayetteville-Cumberland Youth Council Members

MEMBERS OF THE FAYETTEVILLE-CUMBERLAND YOUTH COUNCIL WERE NOT IN ATTENDANCE

Robin Deaver, Cumberland County Finance Director / Chief Financial Officer

ROBIN DEAVER WAS HIRED AS THE COUNTY'S NEW FINANCE DIRECTOR AND CHIEF FINANCIAL OFFICER

RECOGNITIONS

Winner of the "I Voted" Sticker Design Contest Conducted by the Board of Elections

THE THREE FINALISTS OF THE "I VOTED" STICKER DESIGN COMPETITION WERE RECOGNIZED AND THE WINNER ANNOUNCED:

FINALISTS

-
BETHEL AGBONGIAGUE - 3RD PLACE
MCKENSIE FLYNN - 2ND PLACE
KYARIAHA MAXWELL - 1ST PLACE

-
Cumberland County 2024 Citizens' Academy Graduates

THE GRADUATES OF THE 2024 CITIZENS ACADEMY WERE RECOGNIZED AND CONGRATULATED:

AMANDA SMITH
ANNETTE SKINNER-COLEMAN
APRIL FENNELL
BARRY BOWDEN
BEVERLY JACKSON
BRYANT MCMILLAN
CANDACE HOWELL
CARLOS CHEKER
CHERYL WASHINGTON
HAYWOOD HARMON
JOSEPH STEPHENS
KASI TURNER
KRISTEN WALKINSHAW
LANDREY YOUNG
LOTETTA PERRY
LYNDORA THOMPSON
MICHAEL FREDERICKSON
MONA POWELL

**PATRICE BOGERTY
QOUNTICA CONLEY-JACKSON
RAY SANTINI
STEPHON FERGUNSON
VERONICA ROZIER
WILLIAM O'KELLEY**

PUBLIC COMMENT PERIOD

1. APPROVAL OF AGENDA

ITEM 2.J. REQUEST FOR CONSIDERATION OF AMENDMENTS TO THE ARTICLES OF INCORPORATION OF CUMBERLAND COUNTY HOSPITAL SYSTEM, INC., WAS ADDED TO THE JUNE 17, 2024 REGULAR MEETING AGENDA.

2. CONSENT AGENDA

Approved A. Approval of Sole Source for Additional Software Licenses, License Renewals, and Service and Support for Priority Dispatch System for Emergency Services

Approved B. Approval of Destruction of Tax Administration Records

Approved C. Approval of Formal Bid Award for Fuel Truck

Approved D. Approval to Pay Prior Year Invoices

Approved E. Approval of Declaring Sheriff's Office Firearms as Surplus Property and Method of Disposal by Trade

Approved F. Approval of the Cumberland County Juvenile Crime Prevention Council Funding Allocations for July 1, 2024, Through June 30, 2025

G. Proof of Publication for Public Hearing to Consider Economic Development Incentives for American Titanium

NO ACTION REQUIRED

Approved H. Approval of Budget Ordinance Amendments for the June 17, 2024 Board of Commissioners' Agenda

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

Approved 1. Contract Amendment for Security Services with North State Security Group, LLC

Approved 2. Amendments to FACVB Bylaws

Approved 3. Grant of Easement to City of Fayetteville for Water and Sewer Lines Adjacent to Ray Avenue on the Library Property

Approved 4. Grants of Utility Easements to Piedmont Natural Gas and South River Electric Membership Corporation



FINANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF JUNE 17, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JESSICA HULLENDER, FINANCE ACCOUNTANT MANAGER

DATE: 6/6/2024

SUBJECT: APPROVAL OF FORMAL BID AWARD FOR FUEL TRUCK

BACKGROUND

Funds in the amount of \$228,311 are available in the fiscal year 2024 Solid Waste Capital Outlay budget to purchase a fuel truck. A formal bid request was issued and one bid was received. Taylor Pump & Lift Inc. was the lowest responsive, responsible bidder.

This fuel truck will be used for equipment at the Wilkes Road Compost Facility. The fuel truck is equipped to refuel all equipment, carry engine oils and hydraulic oils, and is capable of removing those same oils as well. The fuel truck also includes an air compressor to provide air support, when needed, and is a self-contained supply system.

RECOMMENDATION / PROPOSED ACTION

Finance and Purchasing staff recommend that the Board of Commissioners award IFB (Invitation for Bid) Number 24-17-SW II to Taylor Pump & Lift Inc. in the amount of \$228,311.00 based on lowest responsive, responsible bidder standard of award.

ATTACHMENTS:

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



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: 5/30/2024 Department: Solid Waste

Bid Description (If additional space necessary, may attach a separate sheet): IFB #24-17-SW II Fuel Truck Rebid

Amount of Bid Award (or estimated contract amount): \$228,311.00 (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: \$228,311.00 Original Budget (Y/N): N or Budget Revision #: 240959

Budget Line: Org. 6254607 Object Code: 577100 Project Code: SW004

Department Bid Award Recommendation (specify the vendor):

Taylor Pump & Lift Inc.

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.):

Taylor Pump & Lift Inc. has been the sole bidder.

Has this project (not the bid award, just the actual project or funds for the project) been reviewed by a committee? NA If so, which committee? on what date? (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: Amanda L. Bader 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 [X]

[Signature] Date: 6-3-24 Finance Director (Please see question below)

[Signature] Date: 6/3/24 County Manager (Please see question below)

Should this bid be submitted to the Agenda Session? Yes [] No [X]

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

[Signature] Date: 5/31/24 County Purchasing Manager

FOR PURCHASING ONLY BELOW THIS LINE

SAM CHECKED [X] DOA CHECKED [X] IRAN CHECKED [X]



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA LEE, P.E., GENERAL MANAGER FOR NATURAL RESOURCES

DATE: 12/10/2024

SUBJECT: SERVICE AGREEMENT WITH SMITH GARDNER, INC. FOR ANN STREET LANDFILL TRANSFER STATION DESIGN

BACKGROUND

At the September 16, 2024, Board of Commissioners meeting the board accepted the selection of Smith Gardner, Inc. as the best qualified engineering firm to provide design, permit, and construction services for the Ann Street Transfer Station that will be located at the landfill facility at 698 Ann Street, Fayetteville, N.C., and granted permission for staff to enter negotiations for detailed scope of work, cost of services and to prepare an agreement for approval at a future Board of Commissioners meeting.

Attached to this memo is the service agreement with following scope of services:

- Design Drawings
- Water and Sewer Design
- Bid/Construction Documents
- Construction Quality Assurance & Contract Administration

The agreement amount shall not exceed \$250,000 and the term of the agreement shall be from the execution date of the agreement and shall remain in effect until June 30, 2025.

The funding for this agreement is available within the Fiscal Year 2025 Solid Waste Capital Outlay budget.

At their December 10, 2024, Agenda Session meeting, the Board of Commissioners approved placing this item as a consent item on the December 16, 2024, Board of Commissioners' meeting agenda.

RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommend the proposed actions:

1. Approve the Service Agreement with Smith Gardner, Inc. in the amount of \$250,000.
2. Authorize the Chairman to execute the attached contract that has been audited and determined to be legally sufficient.

ATTACHMENTS:

Description	Type
Service Agreement	Backup Material
Board Approval of Bid Award	Backup Material

STATE OF NORTH CAROLINA
COUNTY OF CUMBERLAND

SERVICE AGREEMENT

This Agreement made this the 18th day of October 2024, by and between the COUNTY OF CUMBERLAND, a body politic and corporate of the State of North Carolina, hereinafter referred to as COUNTY, and SMITH GARDNER, INC., a business located at 14 N. Boylan Avenue, Raleigh, NC 27603 hereinafter referred to as VENDOR.

WITNESSETH

WHEREAS, the COUNTY is in need of Engineering Services for Ann Street Transfer Station for **Transfer Station Design**, and

WHEREAS, the COUNTY issued an RFQ, included as *Attachment A* and incorporated herein by reference, to Engineering Services for Ann Street Transfer Station; and

WHEREAS, the COUNTY has determined, based on the Bid Response, included as *Attachment B* and incorporated herein by reference, provided by the VENDOR, that VENDOR can provide Engineering Services for Ann Street Transfer Station to the County of Cumberland; and

WHEREAS, funds are available in the current fiscal year budget for the performance of said services.

NOW THEREFORE, the parties agree to the following terms and conditions:

PURPOSE: The COUNTY agrees to purchase, and the VENDOR agrees to provide the necessary services as set forth below.

TERM: The term of this Agreement shall be from execution date of this contract through, 30th day of June 2025, unless sooner terminated or extended by mutual written agreement. The COUNTY may terminate this Agreement prior to the expiration of the above stated period if in the judgment of the COUNTY;

- A. The VENDOR has completed all services required.
- B. The VENDOR failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of the COUNTY.
- C. The COUNTY shall have given the VENDOR seven (7) days written notice of the COUNTY's intent to terminate this Agreement. The COUNTY will make all payments due the VENDOR for services rendered and/or expenses actually incurred up to and including the date of such notice of termination.

SERVICES: VENDOR shall perform such expert and technical services as are indicated above and as indicated in the proposal form attached and incorporated herein. VENDOR warrants that it shall perform such ancillary work as may be necessary to ensure the effective performance of the services cited above. Insofar as practical, the VENDOR shall cooperate with the operation schedule of the COUNTY, and with other personnel employed, retained, or hired by the COUNTY.

INSURANCE AND LIABILITY: VENDOR represents that it has sufficient insurance coverage, and the VENDOR shall maintain such adequate insurance during the term of the agreement.

PRICE: This agreement shall not exceed total payment of **\$250,000** over the term of the agreement.

PAYMENT: The COUNTY shall pay the VENDOR within 30 days of receipt of accurate invoice.

BENEFIT: This Agreement shall be binding upon and it shall inure to the benefit of the parties, their legal representatives, successors, and assigns, provided that the provisions with respect to assignment and delegation are fully complied with.

ASSIGNMENT: The VENDOR shall not assign all or any part its contract rights under this Agreement, nor delegate any performance hereunder, nor subcontract, without first obtaining the COUNTY's written approval.

COMPLIANCE WITH LAW: The VENDOR agrees it shall comply with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of any government or subdivisions thereof which now govern or may hereafter govern this Agreement, including, but limited to, the provisions of the Fair Labor Standards Act of 1938, equal employment laws, and any other applicable law.

AGENCY AND AUTHORITY: The COUNTY hereby designates the **General Manager for Natural Resources** as its exclusive agent with respect to this Agreement. The **General Manager for Natural Resources** as is authorized, on behalf of the COUNTY, to negotiate directly with the VENDOR on all matters pertaining to this Agreement. The VENDOR agrees that all of its dealings with the COUNTY in respect to the terms and conditions of this Agreement shall be exclusively with the **General Manager for Natural Resources**. Further, the VENDOR specifically agrees that it shall not modify any of the specifications of any of the services subject to this Agreement except pursuant to the paragraph entitled MODIFICATIONS.

REMEDIES: If either party shall default with respect to any performance hereunder, it shall be liable for reasonable damages as provided by law and for all costs and expenses incurred by the other party on account of such default. Waiver by either party of any breach of the other's obligation shall not be deemed a waiver of any other or subsequent breach of the same obligation. No right or remedy of any party is exclusive of any other right or remedy provided or permitted by law or equity, but each shall be cumulative of every other right or remedy now or hereafter existing at law or in equity, or by statute, and may be enforced concurrently or from time to time.

APPLICABLE LAW: This Agreement shall be governed by the laws of the State of North Carolina. The parties mutually agree that the courts of the State of North Carolina shall have exclusive jurisdiction of any claim arising under the terms of this Agreement with appropriate venue being Cumberland County.

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

VENDOR:
Smith Gardner, Inc.
14 N. Boylan Avenue
Raleigh, NC 27603

COUNTY:
Amanda Lee, General Manager for Natural Resources
698 Ann Street
Fayetteville, NC 28301

Such notice, if mailed, shall be deemed to have been received by the other party on the date contained in the receipt.

SEVERABILITY: If any term, duty, obligation or provision of this Agreement should be found invalid or unenforceable, such finding shall not affect the validity of any other terms, duties, obligations, and provisions, which shall remain valid, enforceable and in full force and effect.

MODIFICATION: This Agreement may be modified only by an instrument duly executed by the parties or their respective successors.

MERGER CLAUSE: The parties intend this instrument as a final expression of their Agreement and as a complete and exclusive statement of its terms. No course of prior dealings between the parties and no usage of trade shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement. Acceptance of, or acquiescence in, a course of performance rendered under this or any prior Agreement shall not be relevant or admissible to determine the meaning of this Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and an opportunity to make objection. No representations, understandings, or agreements have been made or relied upon making this Agreement other than those specifically set forth herein.

DISPUTE RESOLUTION: The parties must resolve any claim, dispute or other matter in contention arising out of, or relating to, this Agreement through the following procedure. The parties shall first negotiate in good faith to reach an equitable settlement to the dispute. If a negotiated settlement cannot be reached within 10 business days, the parties shall submit to mediation. The parties shall select a mediator, approved by either the North Carolina or federal courts and mutually agreeable to all parties in the dispute to conduct the proceedings which shall be held at the Owner's place of business. If the parties cannot select a mediator within 10 business days, then the Owner shall select a mediator (or, if the Owner is a party to the dispute, the Cumberland County Trial Court Administrator). The mediator's cost shall be equally shared by all parties to the dispute. If a mediated settlement cannot be reached, the final recourse to the aggrieved party is legal action instituted and tried in the General Court of Justice of North Carolina under North Carolina Law with venue for trial being Cumberland County. No party shall have a right to resort to litigation until mediation shall first have occurred and not been successful.

INDEPENDENT CONTRACTOR: VENDOR is an independent CONTRACTOR and not an agent, officer or employee of the COUNTY and shall have no authority to act as an agent of the COUNTY, nor enter any Agreement for or on behalf of the COUNTY. The relationship of VENDOR with the COUNTY is as an "independent contractor" as that term is defined by the law of the State of North Carolina.

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.

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.”

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized representatives.

COUNTY OF CUMBERLAND

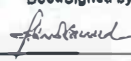
ATTEST

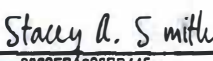
BY: _____
ANDREA TEBBE, Clerk

BY: _____
Kirk deViere, Chairman
Board of County Commissioners

SMITH GARDNER, INC.

ATTEST

DocuSigned by:
BY: 
0E91854B985E437...
John D. Barnard, P.E.
Senior Engineer

Signed by:
BY: 
3369FB1008BB445...
Stacey A. Smith, P.E.
President

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


County Finance Office

Approved for Legal Sufficiency upon formal execution by all parties

 12/1/24
County Attorney's Office
BOC Approved 9/16/24

Certificate Of Completion

Envelope Id: C4EE5697C7CF43CDA9C61C54B3C2888C	Status: Completed
Subject: Complete with DocuSign: Contractors_Certification_For_Legal_Review new 6-21-21 (1).pdf, Service...	
Source Envelope:	
Document Pages: 5	Signatures: 3
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Stacey A. Smith
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	14 N. Boylan Ave
	Raleigh, NC 27603
	stacey@smithgardnerinc.com
	IP Address: 24.106.183.110

Record Tracking

Status: Original	Holder: Stacey A. Smith	Location: DocuSign
10/18/2024 7:32:27 AM	stacey@smithgardnerinc.com	

Signer Events

John D. Barnard
 johnb@smithgardnerinc.com
 Senior Engineer
 Smith Gardner, Inc.
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 9E91654B985E437...
 Signature Adoption: Uploaded Signature Image
 Using IP Address: 107.77.235.55
 Signed using mobile

Timestamp

Sent: 10/18/2024 7:40:32 AM
 Viewed: 10/18/2024 12:01:52 PM
 Signed: 10/18/2024 12:02:12 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Stacey A. Smith
 stacey@smithgardnerinc.com
 President
 Smith Gardner, Inc.
 Security Level: Email, Account Authentication (None)

Signed by:

 3369FBA0088B445...
 Signature Adoption: Pre-selected Style
 Using IP Address: 24.106.183.110

Sent: 10/18/2024 7:40:32 AM
 Viewed: 10/18/2024 7:40:40 AM
 Signed: 10/18/2024 7:41:26 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	10/18/2024 7:40:32 AM
Certified Delivered	Security Checked	10/18/2024 7:40:40 AM
Signing Complete	Security Checked	10/18/2024 7:41:26 AM

Envelope Summary Events

Completed

Status

Security Checked

Timestamps

10/18/2024 12:02:12 PM

Payment Events

Status

Timestamps

September 25, 2024

Ms. Amanda L. Bader, P.E., Director
Cumberland County Solid Waste Management Department
698 Ann Street
Fayetteville, NC 28301

**RE: Engineering Services Proposal
Cumberland County - Ann Street Landfill
Transfer Station Design**

Dear Amanda:

Smith Gardner, Inc. (S+G) is pleased to provide this proposal for assistance in the permitting of a new transfer station at the Cumberland County Ann Street Landfill facility. This proposal is for services on a time and expense basis with a not-to-exceed limitation without prior approval. All services will be coordinated with you and shall include the following scope of services.

SCOPE OF SERVICES

S+G will consult with Ross Linden Engineers PC and Gontram Architecture to complete the design of the project. We have worked with these consultants on multiple similar projects. Ross Linden Engineers, P.C. will provide structural engineering services. Gontram Architecture will provide architectural services for the building design.

Task 1: Design Drawings (60% Completion)

Prior to beginning detailed design, S+G and the rest of the design team will meet with Cumberland County regarding this project. This meeting will be to discuss details of the project including building, site and utility services. The results of this meeting will form the basis of the detailed design.

S+G, Ross Linden Engineers PC and Gontram Architecture will prepare draft design drawings (60% completion) for the new Cumberland County MSW Transfer Station building structure and site. These drawings will include architectural elevations, floor plans, structural details, site plans and utility drawings. Draft design drawings (60% completion) will be provided to Cumberland County for review and comment.

Task 2: Design Drawings (90% Completion)

S+G, Ross Linden Engineers PC and Gontram Architecture will incorporate any comments from the 60% review into the design. The team will produce draft design drawings (90% completion) and specifications for the project which will be provided to Cumberland County

Ms. Amanda Bader, P.E.
September 25, 2024
Page 2 of 4

for review and comment. An estimation of probable construction costs will be provided to the County for their evaluation.

Task 3: Water and Sewer Design

S+G understands the building will require fire suppression systems, wash down water and leachate collection systems. We will prepare design drawings that detail the water, both potable and fire flow, and sewer utilities required for the project. This design will include water lines and connections, leachate collection, leachate pump stations and force mains required to direct the leachate to the site leachate lagoon.

This design will be coordinated with PWC to the extent required. S+G assumes the potable and fire water systems will require permitting through PWC. We further assume the leachate system will not require PWC permitting. We will discuss the leachate system with PWC to ensure no permitting is required.

S+G will provide draft documents to Cumberland County for comment and review prior to finalizing the design.

Task 4: Bid/Construction Documents

S+G will prepare documents to be used for both contract bidding and construction to include the following elements, consistent with our previous bid/construction packages:

- Instructions to Bidders;
- Proposal Form;
- Agreement (Contract)/Notices;
- General Conditions (EJCDC) and Supplemental Conditions;
- General Specifications;
- Technical Specifications; and
- Drawings.

S+G will provide draft bidding documents to Cumberland County for comment and review prior to issuance to contractors. Technical assistance will be provided to the bidders in development of the bid proposal through written answers to written requests (addenda). S+G will open, review, and evaluate contractors bid proposals and provide Cumberland County recommendation of a contractor. At the end of the bidding process, addenda and revisions will be integrated into a set of conformed contract documents.

Task 5: Construction Quality Assurance & Contract Administration

During construction, S+G, along with Geotechnologies, will provide part-time construction quality assurance (CQA) monitoring during construction of the transfer station, assumed 12 weeks.

Ms. Amanda Bader, P.E.
September 25, 2024
Page 3 of 4

S+G will provide contract administration throughout the duration of the project which will include:

- Review of General Contractor's submittals and shop drawings;
- Review of General Contractor (partial and final) pay applications;
- Attend and preside over regular and as-needed construction meetings (including preparation and distribution of meeting summaries);
- Review conformance testing results;
- Perform site reviews including those for substantial and final completion; and
- Provide construction-phase engineering support in the form of Field Orders, Design Modifications, and Design Clarifications (as needed).

S+G will coordinate with the remainder of the Design Team as needed during construction to respond to any Contractor questions during construction.

BUDGET

S+G proposes to undertake the above scope on a time and materials basis for the not to exceed total budget amount as itemized by task in the table below. Please also refer to our current fee schedule which is **attached**. S+G will keep the County informed of our budget status and will not exceed the proposed budget without prior approval.

Task	Budget
1. Design Drawings (60% Completion)	\$60,000
2. Design Drawings (90 % Completion)	\$30,000
3. Water and Sewer Design	\$35,000
4. Bid/Construction Documents	\$30,000
5. CQA/Contract Admin.	\$95,000
<i>Total Budget:</i>	<i>\$250,000</i>

SCHEDULE

S+G is available to proceed with implementation of this proposal upon your approval and issuance of a purchase order.

APPROVAL

Should you be in agreement with this proposed scope, budget and schedule, please assign a Purchase Order Number or note by initial here _____ and transmit the number to S+G.

ASSUMPTIONS


S+G has made the following assumptions for the preparation of this proposal:

Ms. Amanda Bader, P.E.
September 25, 2024
Page 4 of 4

1. Existing survey data will be sufficient for design purposes.

We appreciate the opportunity to continue our relationship with Cumberland County. If you have any questions, or require further information, please contact us at (919) 828-0577 or by email below.

Sincerely,
SMITH GARDNER, INC.

DocuSigned by:

9E91654B985E437...
John D. Barnard, P.E.
Senior Engineer (ext. 307)
johnb@smithgardnerinc.com

Signed by:

3369FBA008BB445...
Stacey A. Smith, P.E.
Senior Engineer (ext. 127)
stacey@smithgardnerinc.com

Attachment
cc: File

Attachment A



REQUEST FOR QUALIFICATIONS (RFQ)

ENGINEERING SERVICES FOR ANN STREET TRANSFER STATION

Cumberland County invites qualified engineering firms interested in providing design, permit, and construction services for the Ann Street Transfer Station. The transfer station will be located at the landfill facility at 698 Ann Street, Fayetteville, NC.

These services may or will include assistance with applications to Federal and/or State agencies for funding, public outreach, modeling, studies, negotiation of agreements, design, permitting, bidding, assistance with negotiating construction contracts, construction contract administration, construction observation, and project administration.

The County operates the Ann Street Landfill in accordance with Facility Permit No. 261-MSWLF-1997. Permits are in hand for Division of Environment Quality, Solid Waste section, stormwater, and erosion control. Site permits which may include water main construction for fire protection have not been obtained. The design will also include a pump station for leachate.

Prospective bidders should register with Johnny Scott, Environmental Resources Project Manager.

MINIMUM QUALIFICATIONS

1. The respondent shall have a minimum of 5 years of experience in solid waste and transfer station design.
2. Qualifications of Professional Staff – Identify the key engagement partners, managers, and other staff members who would be assigned to the project and indicate their qualifications.
3. Subcontractors – Please clearly indicate whether subcontractors will be used in fulfilling the proposal. If the firm plans to use subcontractors, please provide an overview of the firm, project involvement, qualifications of staff, and the percentage of work you anticipate them to complete.

SUBMITTAL REQUIREMENTS

The submittal shall be provided on 8.5” x 11” paper with a maximum of twenty-five (25) standard typewritten pages, font size 11 or larger (not including front or back covers, table of contents and cover letter). This page limit includes tabs and other dividers. Double-sided pages will be counted as two (2) pages. The outline below shall be followed as a template for the report and the overall information that is required with each submittal:

1. Firm name, address, telephone numbers, year established and brief history of the firm.
2. Provide a copy of the firm's licensure and Certificate(s) of Insurance.
3. The firm's related experience in managing federally funded local projects.
4. Types of services customarily provided by the firm.
5. Name and resume of Project Manager to be assigned to this project.
6. Number of staff available for this assignment and their qualifications.
7. Identify if the firm is classified as a Disadvantaged Business Enterprise under the EPA's criteria. Identify if any of the subcontractors are classified as a Disadvantaged Business Enterprise. Under EPA's 8% statute (Public Law 102-389, 42 U.S.C. 4370d), an entity must establish that it is owned or controlled by socially and economically disadvantaged individuals who are of good character and citizens of the United States. The statute presumes women to be socially and economically disadvantaged individuals. Public Law 102-389, 42 U.S.C. 4370d, provides for an **8% objective** for awarding contracts under EPA financial assistance agreements to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including Historically Black Colleges and Universities (HBCU) and women.
8. Names of outside consultants, if any, who would be retained to provide services required for this project and the percentages of services that the sub-consultant would provide.
9. The firm's prior experience with similar projects. Highlight and provide governmental references for past projects within the last three years. Please include a brief description of each project, original timeline to completion, final timeline to completion, original project cost estimate, final project cost, and a contact name, address, and phone number of a reference for each project listed.
10. Describe in detail the firm's project deliverables to Cumberland County and the benefit of each and how the County can use this information moving forward.
11. List of current projects underway and the estimated cost and completion date of each.
12. The proposed time in which the firm foresees to complete the work based on the information provided in the scope of services.

Cumberland County reserves the right to request interviews of selected proposers, to make selections based on initial proposals, or to reject all proposals submitted.

Proposals must also acknowledge that, if awarded the contract, Responder, as Contractor, shall comply with the following State contracting requirements:

E-VERIFY. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes and shall require any subcontractors to do so.

IRAN DIVESTMENT ACT CERTIFICATION. Contractor shall certify 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.

Proposals must also acknowledge that, if awarded the contract, Responder, as Contractor, shall comply with the Federal contracting requirements set forth below and on the attached Statement of Federal Terms & Conditions:

This solicitation is for services that will be funded through a State Revolving Fund (SRF) loan and therefore all contracted consultants and subconsultants must be eligible to receive federal funds as provided by the Uniform Grant Guidance, 2 CFR Sect. 200 and must comply with Davis-Bacon Wage Requirements and American Iron and Steel Provisions.

Responder and its Principals and subcontractors must not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification through the + that they are not listed by enclosing a printout of the search results that includes the record date with the proposal.

Responder must provide a Statement of Conflict(s) of Interest (if any) Responder or its Principals or subcontractors may have regarding the provision of these services, and a plan for mitigating the conflict(s). Note that the County may in its sole discretion determine whether a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.

All interested firms shall submit five (5) hard copies and one (1) USB flash drive containing a PDF of their Statement of Qualifications no later than **2:00 PM, Wednesday, August 28, 2024**. Late submittals will not be considered.

Qualifications packages shall be mailed or personally delivered to:

**Cumberland County Solid Waste
Attention: Johnny H. Scott, Environmental Services Project Manager
698 Ann Street
Fayetteville, North Carolina 28301**

EVALUATION AND AWARD OF PROJECTS

The County will consider and evaluate Qualification Packages in accordance with N.C.G.S. 143-64.31. As part of the evaluation process, the County reserves the right to request additional information and/or interview any or all firms.

The Cumberland County Selection Committee shall review the Statements of Qualifications and shall select the best qualified individual or firm in their estimation based on the identified criteria for this project. The Committee may establish a short-list and schedule interviews with those firms if necessary. Selection criteria shall include:

- Firm Qualifications (20%)
- Relevant Experience (25%)
- Project Approach including Schedule (15%)
- Project Team Qualifications (25%) and
- Firm References (15%).

Once Cumberland County has completed their evaluation, they will rank the most qualified firms in order. Cumberland County will attempt to negotiate reasonable fees with the most qualified firm. If such negotiations are not successful Cumberland County will attempt to negotiate with the next most qualified firm until an agreement can be made.

QUESTIONS

After the Request for Qualifications has been advertised, all communications between the Issuing Department and prospective Firms shall be in writing. No oral questions shall be accepted. Any inquiries, requests for interpretation, technical questions, clarifications, or additional information shall be directed to the attention of Johnny Scott, Environmental Service Project Manager, by e-mail to jscott@cumberlandcountync.gov, no later than **2:00 PM, Friday, August 23**. *Questions received after this date and time will not be considered for response.*

Upon receipt of questions, an Addendum will be issued if deemed necessary. A signed copy of each addendum must be included in the proposal package (the signed addendum will not be counted towards the page limit). Prospective firms are strictly prohibited from contacting County officials or employees regarding this Request for Qualifications, except in the manner described above. Violation of this provision may result in disqualification of the firm's submittal.

Attachments:

- A. Execution of Proposal
- B. Certification Regarding Lobbying
- C. Noncollusion Affidavit
- D. Federal Required Contract Clauses
- E. Evaluation Sheet

ATTACHMENT A: 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 B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

This form is required only for purchases of more than \$100,000

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ATTACHMENT C: NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT
of Cumberland

State of North Carolina County

_____, being first duly sworn, deposes and says that:

1. He/She is the _____ of _____, 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: _____

Title: _____

Date: _____

Subscribed and Sworn to Before Me,

This _____ day of _____, _____

Notary Public _____

My Commission Expires: _____

ATTACHMENT D: FEDERAL REQUIRED CONTRACT CLAUSES

!IMPORTANT NOTE! The clauses below may not be modified or deleted under any circumstance. These are required contract clauses mandated by the Federal Government.

This *Attachment D* is incorporated into the Service Contract between the County and the Contractor. Capitalized terms not defined in this Attachment shall have the meanings assigned to such terms in the Contract. All references to the “Contractor” or “Company” or “Vendor” or “Provider” shall be deemed to mean the Contractor.

This Contract may be funded in whole or in part with federal funding. As such, federal laws, regulations, policies and related administrative practices apply to this Contract. The most recent of such federal requirements, including any amendments made after the execution of this Contract shall govern the Contract, unless the federal government determines otherwise. The Contractor is responsible for complying with all applicable provisions, updates or modifications that occur in the future relating to these clauses.

To the extent possible, the federal requirements contained in the most recent version of the Uniform Administrative Requirements for federal awards (Uniform Rules) codified at 2.CFR Part 200, including any certifications and contractual provisions required by any federal statutes or regulation referenced therein to be included in this contract are deemed incorporated into this contract by reference and shall be incorporated into any sub-agreement or subcontract executed by the Contractor pursuant to its obligations under this Contract. The Contractor and its sub-contractors, if any, hereby represent and covenant that they have complied and shall comply in the future with the applicable provisions of the original contract then in effect and with all applicable federal, state, and local laws, regulations, and rules and local policies and procedures, as amended from time to time, relating to Work to be performed under this contract.

1. Drug Free Workplace Requirements

Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub 100-690, Title V, Subtitle D). All contractors entering into federal funded contracts over \$100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

2. Contractor Compliance

The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirement for federal awards.

3. Conflict of Interest

The Contractor must disclose in writing any potential conflict of interest to the County of Cumberland or pass through entity in accordance with federal policy.

4. Mandatory Disclosures

The Contractor must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. **Energy Conservation** The Contractor and Subcontractors agrees to comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. § 6321, et seq.

5. Clean Air Act and The Federal Water Pollution Control Act

Clean Air Act:

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act:

(1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

6. Access to Records and Reports

The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

7. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

8. Program Fraud and False or Fraudulent Statements or Related Acts

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

9. Changes

Any change in the contract cost, modification, change order, or constructive change must be allowable, allocable, within the scope of its funding, grant or cooperative agreement, and reasonable for the completion of project scope. All changes and/or amendments to the contract will be outlined in detail, formalized in writing, and signed by the authorized representative of each party. Contractor's failure to do so shall constitute a material breach of the contract.

10. Termination

(1) *Termination Without Cause.* The County may immediately terminate this Agreement at any time without cause by giving 30 days' written notice to the Contractor.

(2) *Termination for Default by Either Party.* By giving written notice to the other party, either party may terminate this Agreement upon the occurrence of one or more of the following events:

The other party violates or fails to perform any covenant, provision, obligation, term or condition contained in this Agreement, provided that, unless otherwise stated in this Agreement, such failure or violation shall not be cause for termination if both of the following conditions are satisfied: (i) such default is reasonably susceptible to cure; and (ii) the other party cures such default within thirty (30) days of receipt of written notice of default from the non-defaulting party; or

The other party attempts to assign, terminate or cancel this Agreement contrary to the terms hereof; or

The other party ceases to do business as a going concern, makes an assignment for the benefit of creditors, admits in writing its inability to pay debts as they become due, files a petition in bankruptcy or has an involuntary bankruptcy petition filed against it (except in connection with a reorganization under which the business of such party is continued and performance of all its obligations under this Agreement shall continue), or if a receiver, trustee or liquidator is appointed for it or any substantial part of other party's assets or properties.

Any notice of default pursuant to this Section shall identify and state the party's intent to terminate this Agreement if the default is not cured within the specified period.

(3) Additional Grounds for Default Termination by the County. By giving written notice to the Contractor, the County may also terminate this Agreement upon the occurrence of one or more of the following events (which shall each constitute grounds for termination without a cure period and without the occurrence of any of the other events of default previously listed):

The Contractor makes or allows to be made any material written misrepresentation or provides any materially misleading written information in connection with this Agreement, Contractor's Proposal, or any covenant, agreement, obligation, term or condition contained in this Agreement; or

The Contractor takes or fails to take any action which constitutes grounds for immediate termination under the terms of this Agreement, including but not limited to failure to obtain or maintain the insurance policies and endorsements as required by this Agreement, or failure to provide the proof of insurance as required by this Agreement.

(4) Cancellation of Orders and Subcontracts. In the event this Agreement is terminated by the County for any reason prior to the end of the term, the Contractor shall upon termination immediately discontinue all service in connection with this Agreement and promptly cancel all existing orders and subcontracts, which are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Contractor shall submit a statement to the County showing in detail the services performed under this Agreement to the date of termination.

(5) No Effect on Taxes, Fees, Charges, or Reports. Any termination of the Agreement shall not relieve the Contractor of the obligation to pay any fees, taxes or other charges then due to the County, nor relieve the Contractor of the obligation to file any daily, monthly, quarterly or annual reports covering the period to termination nor relieve the Contractor from any claim for damages previously accrued or then accruing against the Contractor.

(6) Obligations Upon Expiration or Termination. Upon expiration or termination of this Agreement, the Contractor shall promptly (a) return to the County all computer programs, files, documentation, data, media, related material and any other recording devices, information, or compact discs that are owned by the County; (b) deliver to the County all Work Product; (c) allow the County or a new vendor access to the systems, software, infrastructure, or processes of the Contractor that are necessary to migrate the Services to a new vendor; and (d) refund to the County all pre-paid sums for Products or Services that have been cancelled and will not be delivered.

(7) No Suspension. In the event that the County disputes in good faith an allegation of default by the Contractor, notwithstanding anything to the contrary in this Agreement, the Contractor agrees that it will not terminate this Agreement or suspend or limit the delivery of Products or Services or any warranties or repossess, disable or render unusable any Software supplied by the Contractor, unless (i) the parties agree in writing, or (ii) an order of a court of competent jurisdiction determines otherwise.

(8) Authority to Terminate. The County Manager or their designee is authorized to terminate this Agreement on behalf of the County.

(9) **Audit.** During the term of the Agreement and for a period of one (1) year after termination or expiration of this Agreement for any reason, the County shall have the right to audit, either itself or through a third party, all books and records (including but not limited to the technical records) and facilities of the Contractor necessary to evaluate Contractor's compliance with the terms and conditions of the Agreement or the County's payment obligations. The County shall pay its own expenses, relating to such audits, but shall not have to pay any expenses or additional costs of the Contractor. However, if non-compliance is found that would have cost the County in excess of \$5,000 but for the audit, then the Contractor shall be required to reimburse the County for the cost of the audit.

11. Remedies

(1) **Liquidated Damages:** The County and the Contractor acknowledge and agree that the County may incur costs if the Contractor fails to meet the delivery times set forth in the Request for Proposal for the Products and Services. The parties further acknowledge and agree that: (a) the County may be damaged by such failures, including loss of goodwill and administrative costs; but that (b) the costs that the County might reasonably be anticipated to accrue as a result of such failures are difficult to ascertain due to their indefiniteness and uncertainty. Accordingly, the Contractor agrees to pay liquidated damages at the rates set forth in the Request for Proposal (if applicable). The parties agree that the liquidated damages set forth in the Request for Proposal shall be the County's exclusive remedy for loss of goodwill and administrative costs, attributable to a failure by the Contractor to meet such delivery times, but shall not be the remedy for the cost to cover or other direct damages.

(2) **Right to Cover:** If the Contractor fails to meet any completion date or resolution time set forth in this Agreement (including the Exhibits), and it fails to cure such default within one (1) business day after receiving written notice from the County of such failure, the County may take any of the following actions with or without terminating this Agreement, and in addition to and without limiting any other remedies it may have:

Employ such means as it may reasonably deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and the Contractor is again able to resume performance under this Agreement; and

Deduct any and all reasonable expenses incurred by the County in obtaining or performing the Services from any money then due or to become due the Contractor and, should the County's reasonable cost of obtaining or performing the services exceed the amount due the Contractor, collect the difference from the Contractor.

(3) **Right to Withhold Payment.** If the Contractor materially breaches any provision of this Agreement, the County shall have a right to withhold all payments due to the Contractor with respect to the services that are the subject of such breach until such breach has been fully cured.

(4) **Specific Performance and Injunctive Relief.** The Contractor agrees that due to the potential impact on public health, monetary damages may not be an adequate remedy for the Contractor's failure to provide the Services required by this Agreement, and monetary damages may not be the equivalent of the performance of such obligation. Accordingly, the Contractor hereby agrees that

the County may seek an order granting specific performance of such obligations of the Contractor in a court of competent jurisdiction in Cumberland County, North Carolina. The Contractor further consents to the County seeking injunctive relief (including a temporary restraining order) to assure performance in the event the Contractor breaches the Agreement in any material respect.

(5) **Setoff.** Each party shall be entitled to setoff and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred as a result of the other party's breach of this Agreement, following any applicable cure periods, and provided such party has given notice of its intention to apply a setoff prior to making the payment deduction, together with documentary evidence demonstrating that such party has actually incurred the damages and/or expenses being setoff.

(6) **Other Remedies.** Except as specifically set forth in the main body of this Agreement, the remedies set forth above shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy

12. Debarment and Suspension

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

13. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and

applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

14. Davis-Bacon Requirements

(1) All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

(2) Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

(3) Additionally, contractors are required to pay wages not less than once a week.

15. Copeland "Anti-Kickback" Act

(1) **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

16. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708)

Where applicable, all contracts awarded in excess of \$100,000 that involve the employment of mechanics or laborers must be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

17. Rights to Inventions Made Under a Contract or Agreement

Patent and Rights in Data

Contracts involving experimental, developmental, or research work.

The term "subject data" used in this clause means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under the contract. The term includes graphic or pictorial delineation in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to, computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term "subject data" does not include financial reports, cost analyses, and similar information incidental to contract administration.

Rights in Data - The following requirements apply to each contract involving experimental, developmental or research work:

The following restrictions apply to all subject data first produced in the performance of the contract to which this Attachment has been added:

(1) Except for its own internal use, the Purchaser or Contractor may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Purchaser or Contractor authorize others to do so, without the written consent of the Federal Government, until such time as the Federal Government may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to any contract with an academic institution. In accordance with 49 CFR § 18.34 and 49 CFR § 19.36, the Federal Government reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "Federal Government purposes," any subject data or copyright described in subsections (2)(b)(i) and (2)(b)(ii) of this clause below. As used in the previous sentence, "for Federal Government purposes," means use only for the direct purposes of the Federal Government. Without the copyright owner's consent, the Federal Government may not extend its Federal license to any other party.

(2) Any subject data developed under that contract, whether or not a copyright has been obtained; and

(3) Any rights of copyright purchased by the Purchaser or Contractor using Federal assistance in whole or in part.

(4) When federal assistance is awarded for experimental, developmental, or research work, it is the general intention to increase knowledge available to the public rather than to restrict the benefits resulting from the work to participants in that work. Therefore, unless determined otherwise, the Purchaser and the Contractor performing experimental, developmental, or research work required by the underlying contract to which this Attachment is added agree to make available to the public, either the license in the copyright to any subject data developed in the course of that contract or a copy of the subject data first produced under the contract for which a copyright has not been

obtained. If the experimental, developmental, or research work, which is the subject of the underlying contract, is not completed for any reason whatsoever, all data developed under that contract shall become subject data as defined in subsection (a) of this clause and shall be delivered as the Federal Government may direct. This subsection (c), however, does not apply to adaptations of automatic data processing equipment or programs for the Purchaser or Contractor's use whose costs are financed in whole or in part with Federal assistance.

(5) Unless prohibited by state law, upon request by the Federal Government, the Purchaser and the Contractor agree to indemnify, save, and hold harmless the Federal Government, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Purchaser or Contractor of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under that contract. Neither the Purchaser nor the Contractor shall be required to indemnify the Federal Government for any such liability arising out of the wrongful act of any employee, official, or agents of the Federal Government.

(6) Nothing contained in this clause regarding rights in data shall imply a license to the Federal Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Federal Government under any patent.

(7) Data developed by the Purchaser or Contractor and financed entirely without the use of Federal assistance that has been incorporated into work required by the underlying contract to which this Attachment has been added is exempt from the requirements of subsections (b), (c), and (d) of this clause, provided that the Purchaser or Contractor identifies that data in writing at the time of delivery of the contract work.

(8) Unless determined otherwise, the Contractor agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

(9) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (i.e., a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual, etc.), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(10) The Contractor also agrees to include these requirements in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

Patent Rights - The following requirements apply to each contract involving experimental, developmental, or research work:

(1) General - If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the contract to which this Attachment has been added, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Purchaser and Contractor agree to take actions necessary to provide immediate notice and a detailed report to the party at a higher tier.

(2) Unless the Federal Government later makes a contrary determination in writing, irrespective of the Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the Purchaser and the Contractor agree to take the necessary actions to provide those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR Part 401.

(3) The Contractor also agrees to include the requirements of this clause in each subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance.

18. Procurement of Recovered Materials

(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- Competitively within a timeframe providing for compliance with the contract performance schedule.
- Meeting contract performance requirements.
- At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

(3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

19. Safeguarding Personal Identifiable Information:

Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable federal, state, and/or local laws regarding privacy and obligations of confidentiality.

20. Buy USA - Domestic Preference for certain procurements using federal funds.

Contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Page 4 of 5 (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

21. Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

22. Compliance with Federal Law, Regulations, and Executive Orders

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

ATTACHMENT E: EVALUATION SHEET

Evaluation Sheet - Engineering Services - Ann Street Transfer Station Total Max Points (Per Vendor) 100

Evaluators Name: _____

Vendors	Firm Qualifications	Relevant Experience	Project Approach including Schedule	Project Team Qualifications	Firm References	Total	Notes *Additional Notes Below*
	20 Points Max	25 points Max	15 Points Max	25 Points Max	15 Points Max		
						0	
						0	
						0	

Additional Notes
*If additional space is needed for notes, see attached

Vendors

Attachment B

SMITH+GARDNER

PURPOSE:



CLIENT:

CUMBERLAND COUNTY,
NORTH CAROLINA

PREPARED IN RESPONSE TO:

REQUEST FOR QUALIFICATIONS
ENGINEERING SERVICES FOR
ANN STREET TRANSFER STATION



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CORPORATE ADDRESS
14 N. Boylan Ave., Raleigh, NC 27603

TELEPHONE
919.828.0577

FAX
919.828.3899

August 28, 2024

Mr. Johnny H. Scott
Environmental Services Project Manager
Cumberland County Solid Waste
698 Ann Street
Fayetteville, NC 28301

**RE: Request for Qualifications (RFQ)
Engineering Services for Ann Street Transfer Station
Cumberland County, North Carolina**

Dear Mr. Scott:

Smith Gardner, Inc. (S+G) is pleased to submit the enclosed Statement of Qualifications (SOQ) for Engineering Services for the Ann Street Transfer Station to Cumberland County. As highlighted below and in our SOQ, our group of licensed professionals and individual/collective expertise highly qualifies our firm to serve the County in providing design, permitting, and construction services for the Ann Street Transfer Station.

Why Select Smith Gardner, Inc. - There are many reasons to choose S+G but they boil down to one thing: our staff. The experience our staff brings to our projects leverages our capacity in solving complex issues and balancing the often-competing interests of need and budget.

Proven Solid Waste Experience - S+G has focused on solid waste and environmental industries for over 30 years providing consulting, engineering and construction CQA services that align with the County's current needs. From our design, engineering, and permitting experience to our expertise in environmental compliance we have a group of professionals ready to partner with the County.

Proximity to and familiarity with NCDEQ and Cumberland County - S+G has partnered with numerous counties and municipalities within the State and have developed a strong rapport with NCDEQ staff that are located less than one-mile from our office. Additionally, our work with Cumberland County for the past four (4) years gives us a thorough understanding of the County's solid waste challenges and opportunities.

Our experts are your experts - Having focused solely on providing innovative and appropriate engineering and environmental services for the solid waste industry for over 30 years our staff are highly experienced. When you work with S+G, you work with experts, and some of our most seasoned professionals will continue to work on your project.

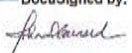
If S+G is awarded the contract, we certify that we, and our sub-contractors, will comply with the E-Verify requirements and we certify that our firm is not, nor are any of its sub-contractors, on the Iran Final Divestment List.

S+G also certifies that the firm, and sub-contractors, are eligible to receive federal funds as provided by the Uniform Grant Guidance, 2 CFR Sect. 200 and must comply with Davis-Bacon Wage Requirements and American Iron and Steel Provisions. S+G, nor our subcontractors, are on the Iran Final Divestment List. The EPLS for SAM is attached at the end of this qualifications package in Appendix A.

Based upon our understanding of the County's program and our forecasted workload, S+G will be available to begin work with the County immediately upon notification and has the staffing capacity available to meet the County's anticipated needs. S+G appreciates the opportunity to submit our SOQ and we welcome the opportunity to discuss our qualifications. Should you have any questions, please contact us at (919) 828-0577.

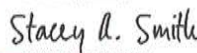
Sincerely,

SMITH GARDNER, INC.

DocuSigned by:

9E91654B985E437...

John D. Barnard, P.E.
Senior Engineer, 704.421.3067
johnb@smithgardnerinc.com

DocuSigned by:


27B482DF1A09438...

Stacey A. Smith, P.E.
President, Senior Engineer, x 127
stacey@smithgardnerinc.com

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SECTION 1 - FIRM INFORMATION / DBE INFORMATION

RESOURCE MANAGEMENT

- Solid, Hazardous, and Industrial Waste
- Pre-Project Due Diligence and Planning
- Site Characterization and Site Studies
- Facility Design and Permitting
 - Landfills; New Cells, Expansion Cells
 - Transfer Stations, Convenience Centers
- Operations Support
- Education and Training
- Peer Review/ Expert Witness
- Project Procurement and Construction
 - Bid Procurement
 - Construction Administration & CQA
- Budgeting, Feasibility and Financial Modeling
- Facility Closure and Post-Closure



SMITH GARDNER, INC.

John D. Barnard, P.E.
 Senior Engineer
 14 N. Boylan Ave., Raleigh, NC 27603
 Telephone: (704) 421-3067
 johnb@smithgardnerinc.com



RECOVERY

- Renewable Energy
 - Biomass
 - Solar
 - Landfill Gas
 - Compost Materials
- Facilities Design, Permitting, Construction and CQA
- Feasibility Studies & Implementation:
 - Compost Facility
 - Material Recovery Facility
 - LFG Systems for Beneficial Use
- Site Redevelopment
- Waste Characterization
 - Auditing
 - Waste Reduction
- Solid Waste Facility Mining

REMEDIATION

- Environmental Site Assessment
 - Phase 1 and Phase 2 ESAs
 - Water Quality
- Environmental Monitoring and Compliance
 - Monitoring System Design and Permitting
 - Groundwater and Surface Water
 - Methane Gas
- Risk Management
- Remedial Design and Implementation
 - Permitting
 - Groundwater and Surface Water
 - Methane Gas
- Remediation System Operations and Optimization
- Air Quality Permitting and Compliance
- Asbestos Management and Compliance

Smith Gardner, Inc. (S+G) is an employee owned firm specializing in the solid waste and environmental consulting industry. Since our incorporation in 1991, we have focused on providing innovative, cost effective solutions to solid waste challenges throughout the US for a variety of clients. During this time, our team has grown to over 40 professionals, who can provide our clients with the resources needed to address any challenge. With many of these staff having over two decades of experience in the industry, we also ensure our clients have the consistency and leadership needed to identify and implement the appropriate solutions. Specific related project details have been provided in Section 6.

Our commitment to the solid waste and environmental industry is evident in everything we do including our involvement with the Environmental Research & Education Foundation (EREF), National Waste and Recycling Association (Nwra), and the Solid Waste Association of North America (SWANA). These associations, along with their membership, work to advance the solid waste industry, and continually improve environmental practices. Our active participation, including leadership positions, in these organizations ensures that we are not only informed of, but are part of the latest advances.

Relevant to the County and this project, is our ongoing work with North Carolina State University (NCSU) and EREF (2017 - Present). S+G has served as a technical advisory roll to help the NCSU research team better understand tipping floor construction and transfer station operations. This study has resulted in invaluable insight to floor wear as well as operational modifications that can help reduce wear and increase the floor life.

SECTION 1 - FIRM INFORMATION / DBE INFORMATION

OUR MISSION

S+G's mission is to provide our clients with innovative, yet sensible solutions by being highly responsive, detail-oriented, and employing effective communications.



QUALIFICATIONS

As shown in Section 4, the S+G team is structured to meet the technical and service needs of Cumberland County and to assure the County of simple efficient lines of communications. All technical aspects of the project will be under the day-to-day direction of John Barnard, P.E. Mr. Barnard has over 34 years of experience in the solid waste industry and will provide leadership to the entire project team to ensure the full commitment of S+G resources to the task leaders and timely responses as necessary to complete all elements of the work.

Mr. Barnard has experience designing and building transfer stations in multiple states across the Southeast. He has been involved in several transfer station remediation projects where major repairs have been required. His experience with various facets of transfer station design and construction gives him the ability to provide multiple options to solve a client's transfer station issues, whether design related, damage related, operations related, or budget related.

S+G is also excited to have Mr. Buddy Bowers provide technical review and quality control for this project. Mr. Bowers has over 50 years of construction experience that primarily focused on the construction and repair of solid waste transfer stations.

DISADVANTAGED BUSINESS ENTERPRISE

As a small business, Smith Gardner, Inc. understands the value of effective partnerships to provide our clients with disciplines our employees do not specialize in, and we are committed to providing opportunities to historically disadvantaged communities. We have routine partners that have worked with us on many projects and also for our corporate administration. These include RossLinden Engineers, Yellow Dog Creative, and Tate Consulting.

RossLinden Engineers (DBE) who have provided structural engineering on a variety of sites including projects for the City of Winston-Salem, Pitt County, Chatham County, and many others.

S+G utilizes Yellow Dog Creative (DBE) for administration projects for our company and Tate Consulting (DEB, MBE) for management consulting and training.

Over the past two years, we have paid over \$200,000 to these subconsultants alone.

As a continuation of this practice, we have included several MWBE firms on our team for this project. Based on the services listed in the RFQ, these include:

RossLinden Engineers – a woman-owned business that will provide structural engineering. S+G has worked on numerous projects with RossLinden at a variety of sites.

Tate Consulting – a DBE consulting firm that will assist with public outreach and public meeting preparation.

SECTION 1 - FIRM INFORMATION / DBE INFORMATION

OUR PROMISE

The right environmental solutions delivered through innovation and efficiency for a better tomorrow. We accomplish this by leveraging our knowledge, experience, passion and commitment.



PAST PERFORMANCE

S+G has worked on a variety of transfer station projects over the last decade for both the public and private sectors. From assessing the need and financial obligation of a new facility, to programming and design of new transfer stations, to the inspection and design of transfer station repairs, we have experience to meet most project needs. Although not exhaustive, below is a list of a few of the representative projects that we have worked on over the last decade:

- **Burnt Poplar Transfer Station (2015-2016)** - Permitting, Design and Construction Administration for the conversion of an open-air C&D transfer pad to an enclosed municipal solid waste transfer station that utilized existing grade separation, by encapsulating an MSE wall within the structural concrete to save project budget.
- **Pitt County Transfer Station (2017-2018)** - Design and Construction Administration for the repair of the County's MSW transfer station concrete floor that established a new wearing slab designed utilizing guidance from NC State University.
- **GFL Transfer Station Inspections (2022-2023)** - Inspection of 13 MSW transfer stations to meet NCDEQ inspection requirements for existing transfer stations and developing operation plan and facility repair recommendations.
- **Dillon County Transfer Station (2022-Present)** - Evaluation of the existing MSW transfer station and assess options to expand/rebuild portions of the existing transfer station or develop a new transfer station on the County's existing property.
- **Bladen County Transfer Station (2022-2023)** - Design and Construction Administration for the repair of the County's MSW transfer station concrete floor and pre-fabricated metal building.
- **Putnam County Transfer Station (2022-Present)** - Planning, programming, design, and construction administration for the expansion of an existing transfer station. The expansion will double the County's tipping floor space and will make repairs to the existing transfer station. The project is constrained by the existing transfer station and recycling facility and will be constructed and repaired in a phased approach to allow the County to remain operational during construction.
- **Avery County Transfer Station (2022-Present)** - S+G completed the five year renewal of the Avery County MSW Transfer Station Permit which included updates to the Operations Manual, Site Drawings, and the inclusion of various supporting recycling operations such as glass, aluminum, cardboard, and white goods. S+G included the streamlining of the existing facility permits, manuals, drawings, and supporting documents into a single Solid Waste Permit for the Transfer Station, C&D landfill, and various recycling activities.

SECTION 2 - RELATED EXPERIENCE WITH FEDERALLY FUNDED PROJECTS

S+G has worked with Cumberland County in preparation of a preliminary engineering report for a proposed RO (Reverse Osmosis) Treatment System as well as design and bid documents for ammonia removal in stormwater and on treatment conditioning of the direct use landfill gas project for SRF funding involving reporting, extensions, and compliance with the North Carolina clean water state revolving fund.

S+G is prepared to continue our assistance in the development of new grant proposals while managing compliance and reporting with current awards. Most recently, S+G has assisted with proposals for FEMA BRIC Grants, NC DOT LAPP Grants, ARP 4 Grants, and NC DEQ Greenhouse Grants.

SECTION 3 - SERVICES PROVIDED

COMMITMENT

S+G is committed to providing the best solid waste consulting for our clients. We understand that providing robust engineering design coupled with responsiveness and client satisfaction generates client loyalty and long-term relationships.



SERVICES

S+G specializes in providing comprehensive engineering and environmental services focused on Solid Waste and Environmental projects. These services include:

- Transfer Station Design, Permitting, and Construction
- Convenience Center Design, Permitting, and Construction
- Materials Recovery Facility Design
- Site Characterization, Design, and Permitting
- Construction Administration and Construction Quality Assurance
- Feasibility Studies
- Economic Planning and Forecasting
- Operations Support

Convenience Centers, Transfer Stations, and MRFs

S+G provides turnkey design and construction oversight for Transfer Stations, Convenience Centers and MRFs across the Southeast. Our work with transfer stations has included teaming with NC State University to study¹ floor life and strategies for floor optimization. At every opportunity, where practical, we will add material recovery aspects to our design to increase recycling. Our work has included evaluating and permitting of material recovery process options to maximize recycling for C&D, MSW, LCID and tire recycling facilities. Services provided also include design, bid preparation, contract, and construction administration.

Master Planning, Economic Modeling, and Forecasting

S+G has worked with many of our clients to assist in short and long-term planning and forecasting. This includes construction option cost-estimating and evaluations, economic and project alternative analyses, as well as rate studies and preparation of vendor RFPs and negotiation of agreements. We have also prepared solid waste management plans, assisted in evaluating equipment purchases, and assessing and designing alternative landfill covers.

S+G has developed estimates for financial assurance compliance and evaluated enterprise funds to determine short and long-term solvency, developed financial pro-forma models to assist our clients in projecting future expenditures and revenues and evaluated the financial strength of their enterprise structure in comparison to projected program modifications.

Construction Administration and Quality Assurance

An integral part to solid waste management is Contract Administration and Construction Quality Assurance. S+G has administered over \$80 Million in solid waste management contracts over the past five years. Our Quality Assurance role includes geotechnical oversight to meet construction specifications, as well as stormwater system construction oversight. We use subcontracted laboratories for soil testing as needed. Our primary focus is on facilities that we have designed/permited and includes MSW facilities, transfer stations, convenience centers, MRFs, and compost facilities.

1. Pour-Ghaz, Mohammad; Design of Waste Transfer Station Concrete Overlays Against Premature Deterioration: North Carolina State University, 2018

SECTION 3 - SERVICES PROVIDED

OUR FOCUS

As specialists in resource recovery, we strive to offer our clients ways to utilize items that may be considered by others to be waste. Further we try to engineer our projects to turn negatives into positives for the long-term benefit of the site and the client.



PROJECT MANAGEMENT

The same individuals who are principals and senior staff in our firm and have the most experience will have key roles on the County project. S+G uses a variety of project management tools to allow our principals to be deeply involved in project work for our clients. It is through this expertise that we strive to bring advances to the solid waste industry and support an internal continual improvement process.

Our firm engages in regular company meetings which allow the project managers to schedule staff on their projects in a collaborative way. We invite all employees to these meetings so they might be better informed on upcoming work and the needs of everyone in the company.

Additionally, prior to any scheduled work, the project manager will meet with staff to review everyone's role and what expectations are for the project. Typically, this includes providing written and verbal instructions with a question/answer period.

QUALITY CONTROL & ASSURANCE PROCESS

S+G has a long history of managing design and construction projects for the solid waste industry. Our management approach is simple: communicate effectively so all parties understand their role in the project and the client understands exactly what they will receive through the project. Managing expectations ensures satisfaction. S+G has developed an internal Quality Control/Quality Assurance Manual to ensure all employees know their role in the QC/QA process and to empower all employees to ask questions and make suggestions for the betterment of a project. All deliverables are reviewed by senior staff prior to submittal.

S+G has a formal program for internal quality control and quality assurance (QC/QA) of all of our work. The objectives of S+G's QC/QA program are to provide a high level of quality, value, and service for each client and produce deliverables (reports, plans, calculations, etc.) that:

- Are free of errors and omissions
- Contain all necessary elements to be complete and thorough
- Conform to relevant regulations, rules, and policies
- Are consistent with company and industry standards and guidelines
- Clearly define sources of information
- Clearly convey the desired information
- Result in constructible plans having limited changes during construction (as applicable)
- Are stored and protected for future use and reference

Our program also ensures we perform services which:

- Are performed safely, effectively, efficiently, and courteously
- Result in complete and accurate collection of data and information
- Support the preparation of quality deliverables

Finally, our program supports a continual process for improvement.

SECTION 4 - PROJECT TEAM & EXPERIENCE

EMPLOYEE OWNED

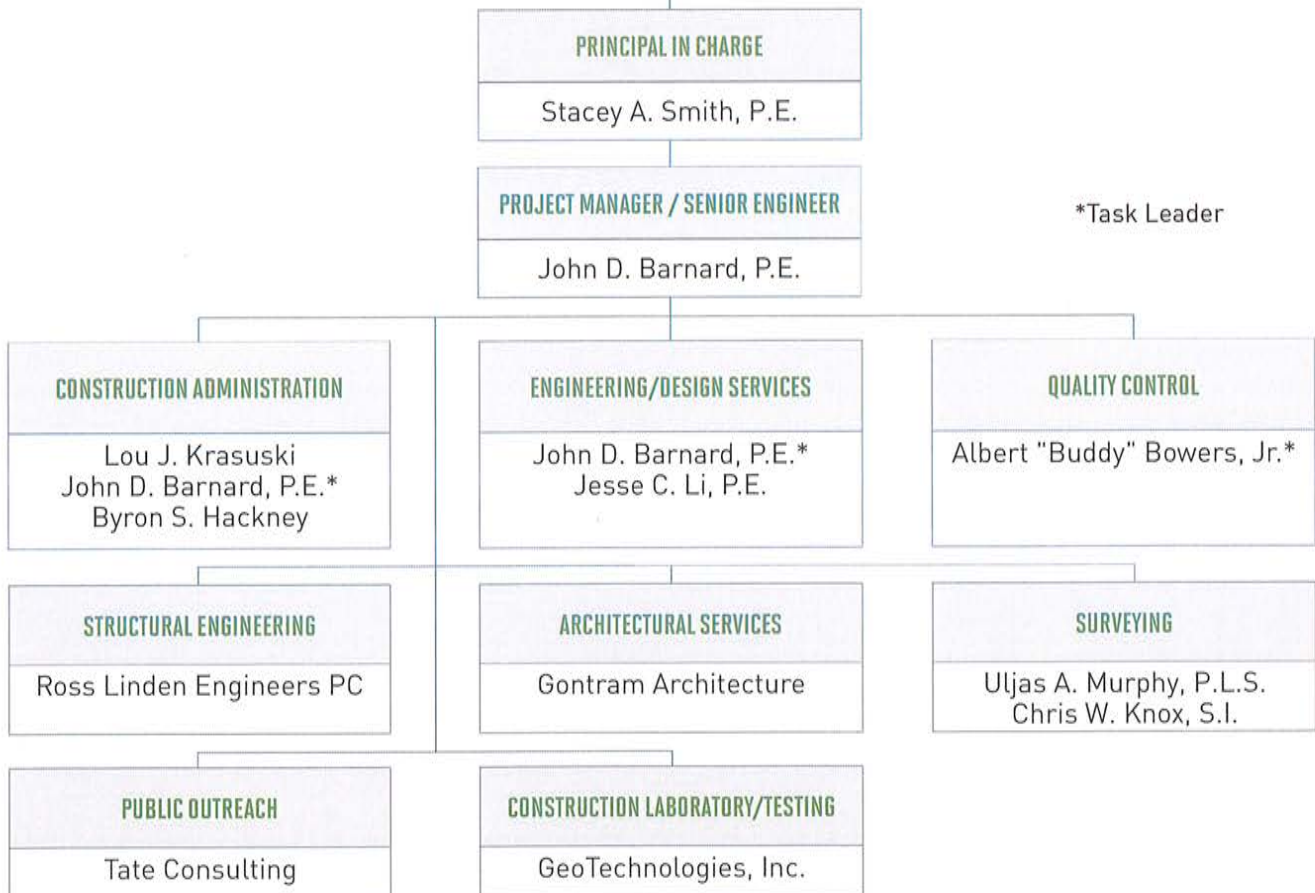
One major difference with our firm is that the staff that comprise the experience demonstrated in this proposal package are primarily the owners and officers of our firm and are the same professionals that will work directly with you.



ORGANIZATION CHART

S+G's dedication to the solid waste consulting industry and the commitment of our staff to our clients has created an unequaled firm for solid waste solutions. We are proud of the relationships that we hold with our clients and the rapport we foster with the regulatory community.

Below is our organizational chart outlining key personnel for each area of expertise. Mr. John Barnard, P.E. will serve as Project Manager for the County. Additional information on our staff and resumes of individuals not included here can be found at www.smithgardnerinc.com.



SECTION 4 - PROJECT TEAM & EXPERIENCE

STACEY A. SMITH, P.E.

Senior Engineer - Raleigh, NC

Academic Credentials:

B.S. Civil Engineering (Construction), 1992
North Carolina State University, Raleigh, NC
M.C.E. Civil Engineering (Geotechnical), 2004
North Carolina State University, Raleigh, NC

Duties:

2006 - Present – President
2000 - Present – Board of Directors

Professional Credentials:

Professional Engineer – AR, CT, DC, FL, GA, IL, IA, LA, MD,
MI, MO, NC, OK, PA, SC, TN, TX,
USVI, VA, WI, NCEES & USCEIP

Employment Record:

1996 - Present – Smith Gardner, Inc. (formerly G.N.
Richardson & Associates, Inc.)
1995 - 1996 – S.T. Wooten Corporation (STW)
1992 - 1995 – Hazen & Sawyer, P.C.
1991 - 1992 – G.N. Richardson & Associates, Inc. (GNRA)

Principal Areas of Expertise:

Solid Waste Landfill Siting and Design
Renewable Energy Development
Landfill Gas Collection System Design & Management
Environmental Remediation
Construction Management and Administration

Professional Activities:

American Society of Civil Engineers (ASCE)
Professional Engineers of North Carolina (PENC)
Solid Waste Association of North America (SWANA)
North Carolina Board of Examiners for Engineers &
Surveyors (Emeritus)
Environmental Research and Education Foundation
(EREF)
NC State University Industry Advisory Board (Past
Chair)

Selected Publications & Presentations:

Smith, Stacey A., "Responsible Charge" The North
Carolina Bulletin, October 2016, North Carolina
Board of Examiners for Engineers and Surveyors.
Richardson, G.N., Smith, Stacey A. and Scheer, Pieter
K., "Active LFG Gas Control: An Unreliable Aid
to Stability", Proceedings from the First Pan
American Geosynthetics Conference 2-5 March
2008, Cancun, Mexico; SC SWANA Conference
18-20 May 2016
Smith, Stacey A. and Smyth, Joan A., "Passive Acquirer
Mining for Landfill Expansion". North Carolina
Section Annual Meeting, 26 Sept. 2006, Ameri-
can Society of Civil Engineers



Mr. Smith brings a career of design, construction and operational experience in all aspects of solid waste management and remediation. He specializes in unique challenges of waste recovery, special construction, renewable energy systems, and containment systems. His work includes siting, design, permitting, construction, operations and closure services.

Mr. Smith has demonstrated throughout his career a bottom-up approach, beginning as a technician with GNRA and then advancing to managing partner with now, Smith Gardner.

He has provided services for public and private clients throughout the industry both locally and nationally. Mr. Smith has managed solid waste facility elements such as containment systems, leachate management and recirculation, site infrastructure, final cover systems, landfill gas collection and control, groundwater recovery, compost systems, and special waste applications. Mr. Smith has been integral to our company for his ability to design and permit these elements as well as providing "hands-on" field assistance during implementation.

Mr. Smith strives to bring a technical competency to projects for the clients benefit. This is demonstrated in the Sampson County Landfill Gravity Groundwater Intercept (GGI) project. The GGI system recognized, and took advantage of, medium to coarse sand veins throughout the site to implement a large scale (200 Acre) dewatering project. The GGI system lowered the site base grades by 20 feet, providing necessary soil resources, improved stability, and increased site volume.

Mr. Smith has been active in the development of numerous waste material recovery and re-utilization projects. These include excavation of older LCID landfills for wood waste recovery and processing, a Superfund landfill project in Columbia, SC that won EPA's Excellence in Site Reuse Award, compost material enhancement on landfill covers, utilizing waste paint in alternate daily cover, and has completed numerous landfill gas to energy and solar projects. Resource recovery is at the forefront of his project development.

He continues to assist the needs of our industry through advancement of research, technology and innovation. Most recently, he is participating as the engineering representative on NC's 2022 Statewide Mapping Advisory Committee reference frame working group, NC's On-Site Wastewater Task Force Committee, and works with N.C. State University on research to improve transfer station tipping floors.

Mr. Smith strives to be a leader in industry through active involvement with organizations and institutions such as the Environmental Research and Education Foundation (EREF) Research Council, and assistance with the NC State University Department of Civil, Construction, and Environmental Engineering Industry Advisory Board. He maintains an active collaboration with the students and department to advocate research in the industry. He also does committee work with NCEES and is an Emeritus member of the NC Board of Examiners for Engineers and Surveyors.

SECTION 4 - PROJECT TEAM & EXPERIENCE

JOHN D. BARNARD, P.E.

Senior Engineer - Greenville, SC

Academic Credentials:

B.S. Civil Engineering, 1989
North Carolina State University, Raleigh, NC

Professional Credentials:

Professional Engineer - NC, SC, GA

Employment Record:

2024 - Present - Smith Gardner, Inc. (formerly G.N. Richardson & Associates, Inc.)
2014 - 2024 - Waste Industries/GFL Environmental
2011 - 2014 - Barnard Engineering, P.C.
2002 - 2011 - Eagle Engineering/HDE Contractors
2000 - 2002 - Waste Management, Inc.
1995 - 2000 - Browning Ferris Industries (BFI)
1991 - 1995 - Hazen and Sawyer, P.C.
1990 - 1991 - G.N. Richardson and Associates
1989 - 1990 - S&ME, Inc.

Areas of Expertise:

Transfer Station Design
Construction Administration
Construction Quality Assurance (CQA)
Landfill Design
Stormwater System Design

Professional Activities:

Solid Waste Association of North America (SWANA)



With over 30 years' experience in civil, solid waste, and environmental engineering, Mr. Barnard has provided planning and engineering design services for a wide range of solid waste projects including traditional landfill containment and closures, solid waste transfer station and convenience centers, and recycling facilities. He also has managed day-to-day operations for MSW landfills and C&D landfills.

Mr. Barnard has over 34 years of experience in a variety of capacities within the Environmental and General Civil fields. Starting as a Staff Engineer performing materials testing for a variety of Construction projects, he has worked his way through a variety of positions with consulting engineering firms, private solid waste firms, small contracting firms and his own engineering company. His experience has been in multiple states located in the Southeastern United States.

Through his varied engineering experience, Mr. Barnard has completed multiple projects including permitting, design, construction, and operation of solid waste management facilities, commercial and residential developments and other environmental projects. Projects include landfills, transfer stations, recycling facilities, trucking facilities, single and multifamily developments, commercial retail projects and environmental studies.

Mr. Barnard has also worked for major regional and national solid waste management companies. In this capacity, he has experience in construction management, engineering review and oversight, compliance, and operations management. He has been responsible for multi-million dollar budgets, multiple construction and engineering projects as well as day to day operations of C&D landfills, MSW landfills and transfer stations.

Mr. Barnard has assisted in creation and operation of a small grading company that performed projects within the Solid Waste arena. These projects included construction of lined MSW landfill cells, closure of MSW landfill, construction of unlined C&D landfills and several transfer stations.

SECTION 4 - PROJECT TEAM & EXPERIENCE

ALBERT "BUDDY" BOWERS, JR.

Construction Consultant - Raleigh, NC

Employment Record:

2024 - Present - Smith Gardner, Inc.
1997 - 2024 - Leak & Associates
1992 - 1997 - B&O Masonry
1975 - 1998 - Bowers Masonry

Areas of Expertise:

Master Brick/Block/Stonemason
Master Carpenter
Welding
Concrete Finishing
Metal Building Construction



Buddy Bowers has over 50 years of industrial and commercial construction experience with expertise in masonry, carpentry, concrete finishing, and metal building construction and renovation.

Mr. Bowers has over 50 years of experience in most aspects of industrial and commercial construction. He is a Master Stonemason and a Master Carpenter and has experience in construction welding, large surface concrete finishing, and industrial metal building construction. During his ownership of Bowers Masonry he was responsible for all aspects of company operations.

Mr. Bowers has experience in over 100 renovation projects in the solid waste industry including damaged waste transfer stations. In his capacity as General Superintendent with Leak & Associates, he gained extensive knowledge of the day to day operations of solid waste transfer stations which provide him solid insight into the design of new facilities and renovation of damaged facilities.

SECTION 4 - PROJECT TEAM & EXPERIENCE

JESSE C. LI, P.E.

Project Engineer - Raleigh, NC

Academic Credentials:

B.S. Environmental & Ecological Engineering, 2018
Purdue University, West Lafayette, IN
M.S. Civil Engineering, 2019
Purdue University, West Lafayette, IN

Professional Credentials:

Professional Engineer - NC
OSHA 30 Hour Construction Safety and Health
Training

Employment Record:

2019 - Present - Smith Gardner, Inc.

Areas of Expertise:

Construction Quality Assurance (CQA)
Stormwater Modeling and Design
Leachate Management System Design
Environmental Compliance



Mr. Li has experience in stormwater management and design, which includes preparing erosion and sedimentation control plans and stormwater compliance monitoring. He also has experience designing and permitting landfills and mines. His field experiences include on-site construction quality assurance, stormwater discharge sampling, landfill gas monitoring, and BMP inspections.

Mr. Li has experience preparing bid and construction issue documents as well as providing operational support and on-site construction quality assurance (CQA) monitoring of construction activities at transfer stations and landfills.

Mr. Li's design work is mainly focused around landfills, including design, permitting, leachate management, stormwater management, landfill gas management, and facility evaluation. He also provides design, permitting and compliance support for convenience centers, transfer stations, industrial facilities, and general site development for facilities throughout North Carolina.

LOUIS J. KRASUSKI

Project Manager - Raleigh, NC

Academic Credentials:

B.S. Environmental Technology & Management, 2014,
North Carolina State University,
Raleigh, NC

Professional Credentials and Certifications:

OSHA 40 Hour HAZWOPER
OSHA 30 Hour Certification
40 Hour Advanced Radiation Protection Training
Visible Emission Method 9 Certified
Certified Erosion Presentation and Sediment Control
Inspector (CEPSCI)

Employment Record:

2020 - Present - Smith Gardner, Inc.
2014 - 2020 - Rock Tenn/WestRock

Areas of Expertise:

Environmental Compliance
Stormwater Sampling
Construction Quality Assurance (CQA)
Erosion and Stormwater Management
Transfer Station Design and Permitting



Mr. Krasuski has experience in water sample collection, construction QA/QC, environmental restoration, surface water, waste transfer facilities, compost and mulch facilities, and sustainable waste programs. He also has experience in stormwater management and design, which includes preparing erosion and sedimentation control plans, stormwater pollution prevention plans, and stormwater compliance monitoring.

Mr. Krasuski is an environmental engineer with experience in water sample collection, solid waste programs, and environmental restoration. He also prepares permit applications, site specific operation manuals, closure plans, spill prevention control and countermeasure plans, and stormwater pollution and prevention plans for solid waste facilities.

Mr. Krasuski has provided design and permitting services for landfills, transfer stations, and mine sites in North Carolina. He has experience preparing bid and construction issue documents as well as providing operational support and on-site construction quality assurance (CQA) monitoring for several solid waste related projects.

SECTION 4 - PROJECT TEAM & EXPERIENCE

Lou Krasuski Projects

Transfer Station Inspections and Assessment Reports - Statewide, NC

Inspect the transfer station building, parking areas, access roads, and observable leachate management infrastructure of numerous transfer stations (18+) across the State of North Carolina. After which, develop and prepare an assessment report for each transfer station and submit to State Regulators in response to Rule 15A NCAC 13B. 0401(b).

Transfer Station Operations Manuals - Statewide, NC

Develop and prepare updated Operations Manuals, Closure Plans, and Closure Cost Estimates for numerous transfer stations (18+) across the State of North Carolina in response to Rule 15A NCAC 13B .0404, .0405 and .0406.

Cumberland County Stormwater Pollution Prevention Plans - Fayetteville, NC

Prepare updated site specific Stormwater Pollution Prevention Plans (SWPPPs) for Cumberland County Solid Waste Department's Ann Street Landfill and Wilkes Road Compost Facility in accordance with the requirements of North Carolina General Permits NCG120000 and NCG240000.

Cumberland County Transfer Station Permit Application - Fayetteville, NC

Prepare and submit a new transfer station permit application for the Cumberland County Solid Waste Department in accordance with the requirements of the North Carolina Solid Waste Management Rules governing waste management and transfer station facility operations of the North Carolina general statutes.

Bladen County Transfer Station Tipping Floor Repairs - Elizabethtown, NC (In Progress)

Prepare bid documents of the Bladen County Transfer Station Tipping Floor repairs including, repair of the existing reinforced concrete slab, preparation for and placement of a 5200sf new concrete topping slab, and related repairs and improvements.

Transfer Station	Owner	Operator	Location	Updated Operations Manual	Inspector
Anderson Creek	Harnett County	Harnett County	Anderson Creek	Yes	Lou Krasuski
Avery County	Avery County	Avery County	Ingalls	Yes	Lou Krasuski
Black Creek	GFL	GFL	Wilson	Yes	Lou Krasuski
Bladen County	Bladen County	Bladen County	Elizabethtown	No	Lou Krasuski
Burnt Poplar	GFL	GFL	Greensboro	Yes	S+G Personnel
Columbus County	Columbus County	Columbus County	Whiteville	Yes	Lou Krasuski
Deep Run	GFL	GFL	Kinston	Yes	Lou Krasuski
Dunn-Erwin	Harnett County	Harnett County	Dunn	Yes	Lou Krasuski
Durant	GFL	GFL	Raleigh	Yes	S+G Personnel
Durham	City of Durham	GFL	Durham	Yes	Lou Krasuski
Fayetteville	City of Fayetteville	GFL	Fayetteville	Yes	Lou Krasuski
Garner	GFL	GFL	Garner	Yes	Lou Krasuski
Halifax County	Halifax County	Halifax County	Littleton	Yes	S+G Personnel
Sanford	GFL	GFL	Sanford	Yes	Lou Krasuski
Scotland County	Scotland County	Scotland County	Maxton	Yes	S+G Personnel
Stone Park Ct	GFL	GFL	Durham	Yes	Lou Krasuski
Vance	GFL	GFL	Henderson	Yes	Lou Krasuski
Warren	Warren County	GFL	Warrenton	Yes	Lou Krasuski
Weldon	GFL	GFL	Weldon	Yes	Lou Krasuski
Wilson	GFL	GFL	Wilson	Yes	Lou Krasuski

SECTION 4 - PROJECT TEAM & EXPERIENCE

Jesse Li Projects

Landfill Cell Construction Quality Assurance - Apex, NC

Quality assurance for the construction of an 18-acre municipal solid waste landfill unit at the South Wake Landfill in Wake County, NC. Construction included subgrade preparation, composite liner system installation, leachate collection system installation, site grading for access, and erosion and sedimentation control measure implementation.

Land Clearing & Inert Debris Landfill Permit Applications

Prepared permit renewal applications for land clearing and inert debris (LCID) landfills. Reviewed existing site conditions and calculated the remaining waste capacity of the site. Drafted application narratives, operations plans, closure and post-closure plans, and prepared permit issue drawings that include site grading for landfill subgrade and final cover.

Relevant Sites: Fogleman & Fogleman Soils, Inc. (Durham, NC); Carolina Tree Debris, Inc. (Raleigh, NC); ARBD, LLC - Stone LCID Landfill (Chapel Hill, NC); Wilkes Road Yard Waste Facility (Fayetteville, NC)

Erosion and Sedimentation Control Plans:

Prepared erosion and sedimentation control permit applications for construction projects to be reviewed by local or state permitting offices. Drafted narratives for each plan, calculated the projected storm water runoffs, and designed the required storm water best management practices (BMPs). BMP designs include sedimentation basins, drainage channels, sediment traps, and diversion berms.

Relevant Sites: ARBD, LLC - Stone LCID Landfill (Chapel Hill, NC); Wilkes Road Yard Waste Facility (Fayetteville, NC); Triangle Forest Products (Raleigh, NC); SR&R Environmental (Wilmington, NC); Assembly Court Solid Waste Convenience Center (Fayetteville, NC)

Landfill Erosion & Sedimentation Control Improvements - Raleigh, NC

Quality assurance for erosion and sedimentation control improvements at the Brownfield Road C&D Landfill in Raleigh, NC. Activity included re-grading and stabilizing approximately 1,300LF of perimeter drainage channel and a 1.4-acre sedimentation basin. The sedimentation basin improvements also included the replacement of baffles, skimmer, and the riser/barrel outlet structure.

SECTION 5 - OUTSIDE CONSULTANTS

PARTNERS

S+G is excited to partner with Gontram Architecture, Ross Linden Engineers PC, and Tate Consulting. S+G regularly collaborates with these firms for architectural design, structural support, and community outreach. This familiarity between teams benefits the County by enhancing project efficiency and ensuring a coordinated workflow.



Gontram Architecture was established in 1998 to provide clients with a more flexible delivery of architectural services, emphasizing cost control, contract administration and design excellence. They are experienced in all types of project delivery services, including the traditional design/bid/build.

Eddie Gontram, AIA, LEED AP

Gontram Architecture
Architecture Design
5100 Unicon Dr., Suite 103
Wake Forest, NC 27587
919-876-5331



Ross Linden Engineers is an engineering firm based in Raleigh, North Carolina that focuses on structural engineering. Mr. Ross has over 20 years of experience in the design of structures for a wide range of project types, including steel-framed office building, industrial facilities, utility building and concrete support structures and fire station. Mr. Ross will be the lead structural engineer for this project, with time planned for design and field support for the project and will be involved in all major project decisions.

Brian M. Ross, P.E.

Ross Linden Engineers, PC
Structural Engineering
709 W. Jones St.
Raleigh, NC 27603
919-823-5680



GeoTechnologies, Inc. is a full service, employee owned, geotechnical engineering firm that provides quality assurance/control and inspection of construction materials during the construction phase of projects. GeoTechnologies has extensive experience in the testing and inspection of soil, concrete, masonry, aggregates, asphalt, spray-on fireproofing, and structural steel both during and after construction.

Mark R. Potratz, P.E.

3200 Wellington Ct., Ste 108
Raleigh, NC 27615
919-954-1514



Tate Consulting is a MWBE firm with a staff of four individuals based in Winston-Salem focused on environmental justice, public meeting and grant proposal assistance. Tate is lead by Andrea and Antwain Goode who each have over 30 years of experience in community involvement and environmental justice including survey design, public meetings, research implementation and benchmarking community engagement strategies.

Andrea Goode

1922 S. Martin Luther King Jr. Dr.
Winston-Salem, NC 27107
336-971-0385

SECTION 6 - PRIOR EXPERIENCE WITH SIMILAR PROJECTS

The following similar projects have been completed by S+G. With the exception of allowable delays due to weather and site conditions, the projects were completed on schedule.

CUMBERLAND COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Title V Compliance
- » LFG Monitoring
- » Groundwater Monitoring and Management
- » Transfer Station Option Evaluation
- » Transfer Station Design and Permitting
- » Water Quality Remediation
- » Solid Waste Permitting

RESOURCE MANAGEMENT

FAYETTEVILLE, NORTH CAROLINA / 2020 – PRESENT

Description - The Cumberland County Solid Waste facilities include an active MSW unit, a closed balefill unit, an LCID landfill, a compost facility, a closed MSW unit with C&D interred over it, convenience centers, a proposed transfer station, and closed pre-regulatory landfill units.

Solid Waste Services - S+G is assisting the County with compliance services, solid waste planning and future development of the Ann Street landfill, convenience sites, and the Wilkes Road compost facility.

***Transfer Station Design, Bidding and Procurement Assistance** - To ensure the County’s long-term disposal interests are met, S+G permitted a transfer station to decrease the disposal rate at the site and allow the facility time to purchase necessary land, mine a portion of the existing landfill and construct a cell for future expansion.

Convenience Center Sites - S+G is assisting the County in developing improvements to existing citizens convenience sites and development of new sites including local zoning approval, utility connections, and building and site infrastructure.

*Transfer Station Permit - 4 Months Final Timeline - 4 Months
 Original Project Cost Estimate - \$50,000 Final Cost - \$50,000

Client Reference: Cumberland County Landfill
 Ms. Amanda Bader, P.E.
 Solid Waste Director
 910.321.6920
 abader@cumberlandcountync.gov

AVERY COUNTY LANDFILLS/TRANSFER STATION



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Transfer Station Permitting
- » Solid Waste Feasibility Study
- » Site Remediation
- » Recycling System Design
- » Solid Waste Permitting
- » Construction Administration and CQA
- » Solid Waste Management Plan

RESOURCE MANAGEMENT

INGALLS, NORTH CAROLINA / 2007 – PRESENT

Description - Avery County has two landfill facilities on two properties. The Avery County C&D landfill is an active facility with a transfer station for MSW waste. The closed Avery County MSW landfill is located on a separate property. Our services to the County include the following:

***Transfer Station Permitting** - S+G completed the five year renewal and Life of Site Request of the Avery County MSW Transfer Station Permit which included updates to the Operations Manual, Site Drawings, and the inclusion of various supporting recycling operations such as glass, aluminum, cardboard, and white goods. More specifically, S+G included the streamlining of the existing facility permits, manuals, drawings, and supporting documents into a single Solid Waste Permit for the Transfer Station, C&D landfill, and various recycling activities.

Transfer Station Permit - 4 Months Final Timeline - 4 Months
 Original Project Cost Estimate - \$28,5000 Final Cost - \$28,500

Client Reference: Avery County
 Mr. Eric Foster, Solid Waste Director
 828.737.5420
 avery.sw@averycountync.gov

SECTION 6 - PRIOR EXPERIENCE WITH SIMILAR PROJECTS

BURNT POPLAR TRANSFER STATION



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Transfer Station Design
- » Construction Administration
- » Solid Waste Management Permitting
- » Stormwater Management Design

RESOURCE MANAGEMENT

GREENSBORO, NORTH CAROLINA / 2012 - 2016

Transfer Station Design, Permitting and Construction-Related Services: S+G provided design, permitting and construction-related services for the construction and operation of a Waste Transfer Station located in the City of Greensboro, North Carolina for Burnt Poplar Transfer, LLC. The transfer station included design and construction of a new enclosed transfer station over an existing open air facility. The new transfer station construction included a new pre-fabricated steel frame building; concrete retaining wall that encapsulated an existing MSE wall, new concrete tipping floor and site stormwater improvements. As part of the permitting process, S+G re-permitted the facility to accept up to 400 tons per day of MSW and C&D material, which required approvals from the City of Greensboro and NCDEQ. S+G was responsible for site permitting, facility stormwater design, periodic construction observation and final project certification.

Original Permit Timeline - 12 Weeks Final Permit Timeline - 12 Weeks

Original Project Cost Estimate - \$69,000 Final Cost - \$69,000

Client Reference: GFL Environmental, Inc.
 Mr. Bryan Wuester, Corporate Landfill Director
 910.525.4136
 bryan.wuester@gflenv.com

CHATHAM COUNTY, NORTH CAROLINA



Recycling Transfer Facility

PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Waste Disposal Feasibility Study
- » Recycling Transfer Station Design
- » Recycling Transfer Station Bid Procurement
- » Recycling Transfer Station Construction Administration

RESOURCE MANAGEMENT

CHATHAM COUNTY, NORTH CAROLINA / 2008 – PRESENT

Description: Chatham County has a closed MSW landfill and transfers waste out of County. S+G has performed the following services:

Recycling Transfer Station Design, Bidding and Construction Administration: To reduce the cost of the hauling of recyclables, Chatham County looked to convert all convenience center drop-off sites to single stream recycling and haul all recyclables to one central location within the County, where the materials could be consolidated prior to transfer. The goal for the new transfer facility was to provide the County with the flexibility to transfer recyclables to various locations based on markets and possibly serve as a future "hub-and-spoke" recycling system for other Counties in the region.

S+G partnered with Ross Linden to redevelop an existing drop-off area at the County's central solid waste management facility into a covered transfer facility with access driveways and site infrastructure. The project repurposed the County's property to provide efficient access for receiving, consolidating (via compactor), and transferring recyclables. The work included design and construction administration of a semi-enclosed 2,400 square foot covered concrete pad for storing and transferring recyclables, including a rear lift-over wall and lower pad with a hopper and compactor for loading and consolidating recyclables prior to transport. S+G prepared all bid documents for the recycling transfer station and construction administration and engineering services during construction.

Original Timeline - Not specified Final Timeline - 6 Months

Original Project Cost Estimate - \$40,000 Final Cost - \$40,000

Client Reference:

Chatham County Public Works
 Mr. Kevin Lindley, P.E.,
 Environmental Quality Director
 919.545.7875
 kevin.lindley@chathamnc.org

SECTION 6 - PRIOR EXPERIENCE WITH SIMILAR PROJECTS

GFL ENVIRONMENTAL, INC. - DURHAM DISTRICT CAMPUS

DURHAM COUNTY, NORTH CAROLINA / 2004 – Present



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Transfer Station Design
- » Transfer Station Permitting
- » Construction Administration Services

RESOURCE MANAGEMENT

Description - S+G has provide solid waste and environmental services to GFL Environmental, Inc. for their Durham District Campus which includes a hauling company/administrative offices, C&D and MSW transfer station, and an LCID Landfill. This has included the following major tasks:

Transfer Station - S+G has provided design, permitting, and construction related services for the construction and operation of a solid waste transfer station. The transfer station accepts both construction and demolition debris (C&D) and municipal solid waste (MSW) wastes. S+G revised the transfer station grading and drainage plans to accommodate high pressure natural gas pipeline restriction located near the entrance to campus. Permitting services have included State solid waste permit renewals as well as local permit renewals. Construction services included subsurface exploration, seepage drain design, and limited construction monitoring.

Original Timeline - Not specified

Final Timeline - Ongoing

Original Project Cost Estimate - Not Specified Final Cost - Not Specified

Client Reference: GFL Environmental, Inc.
Mr. Bryan Wuester, Corporate Landfill Director
910.525.4136
bryan.wuester@gflenv.com

FAYETTEVILLE TRANSFER STATION



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Solid Waste Permitting
- » Nationwide ACE & DWQ 401 Wetlands Permitting
- » Driveway Permit (City)
- » Division of Land Protection Permitting (DEQ)

RESOURCE MANAGEMENT

FAYETTEVILLE, NORTH CAROLINA / 2009 – PRESENT

Transfer Station Permitting - S+G, serving as the engineer of record, was the lead consulting engineer to work with both Waste Industries and the City of Fayetteville to construct a new transfer station at the site of, and to replace, the 30 year old existing facility including demolition of the old structure. This work included wetland/stream impacts and (nationwide) permitting, solid waste permitting, stormwater management and soil erosion/sediment control design/permitting to meet state and local requirements, and preparation of record drawings. S+G compiled the bid documents for the Design-Build Contract and was the lead firm in charge of procurement for the Design-Build services. The design includes a unique drive-through pit with scales, waste deflection design, and interior armoring to reduce potential station damage developed by the contractor. Management of this transfer station was take over by GFL Environmental, Inc. in 2019.

Original Timeline - Not specified

Final Timeline - Ongoing

Original Project Cost Estimate - Not Specified Final Cost - Not Specified

Client Reference: GFL Environmental, Inc.
Mr. Bryan Wuester, Corporate Landfill Director
910.525.4136
bryan.wuester@gflenv.com

SECTION 6 - PRIOR EXPERIENCE WITH SIMILAR PROJECTS

DILLON COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Landfill Gas Monitoring
- » Groundwater Monitoring
- » Landfill Expansion Study
- » Closure/Post Closure Estimates
- » SWPPP Updates

RESOURCE MANAGEMENT

DILLON COUNTY, SOUTH CAROLINA / 2020 – PRESENT

Description - The Dillon County landfill complex consists of a closed Class 3 (MSW) landfill, an open Class 2 (C&D) landfill along with a municipal solid waste transfer station.

Municipal Solid Waste Transfer Station Design and Permitting (November 2021-Present) - S+G is providing engineering services to prepare design and permit application documents for a new municipal solid waste transfer station at the Dillon County landfill property. The new transfer station will replace the existing transfer station that was in need of substantial repairs to continue operation.

Original Timeline - Not specified Final Timeline - Ongoing

Original Project Cost Estimate - Not Specified Final Cost - Ongoing

Client Reference: Dillon County
Mr. Matthew Elvington, Deputy Administrator
& Finance Director
843.627.6162
melvington@DillonCountySC.org

BLADEN COUNTY, NORTH CAROLINA



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Landfill Design and Permitting
- » Groundwater Monitoring
- » Financial Studies
- » Landfill Closure
- » Construction Quality Assurance
- » Transfer Station Permitting
- » Solid Waste Management Plan

RESOURCE MANAGEMENT

BLADEN COUNTY, NC / 2005 – PRESENT

Description - Bladen County operates a transfer station as well as managing a separate closed municipal solid waste (MSW) and construction and demolition debris (C&D) landfill units.

Solid Waste Transfer and Disposal RFP - S+G assisted Bladen County with the preparation of a RFP for the transport and disposal of waste from the County's transfer station in Elizabethtown. This work included the recommendation of general requirements and conditions for the contract.

Transfer Station Permit Renewal - S+G prepared a permit renewal application for Bladen County's transfer station. This application included preparation of an updated operations plan for the facility.

Original Timeline - Not specified Final Timeline - Ongoing

Original Project Cost Estimate - Not Specified Final Cost - Not Specified

Client Reference: Bladen County Solid Waste
Mr. Kip McClary, General Services Manager
910.876.3490
KMcClary@bladenco.org

SECTION 6 - PRIOR EXPERIENCE WITH SIMILAR PROJECTS

PITT COUNTY TRANSFER STATION



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Permitting
- » Construction Oversight

RESOURCE MANAGEMENT

GREENVILLE, NORTH CAROLINA / 2017 – 2018

Permitting and Construction - S+G teamed with Ross Linden Engineers PC to provide professional engineering services during design, project bidding and construction observation to replace the concrete tipping floor at the existing Pitt County transfer station, which required a phased approach to allow the transfer station to remain operational during construction. The project team worked with Dr. Mohammad Pour-Ghaz of North Carolina State University (NCSU) to design and specify a concrete wearing surface to alleviate concerns within the solid waste industry regarding premature deterioration of transfer station floors.

Project highlights included a project kick-off meeting with the County at the Pitt County Solid Waste Management & Recycling Facility to review the project scope, schedule, expectations, and desired outcomes; inspections of the transfer station and concrete floor to ensure that the appropriate elements were included within the design and bid package; and coring of the existing concrete floor to investigate the underlying floor subgrade. During construction, the project team provided periodic oversight that included presiding over pre-construction and pre-pour meetings and oversight during critical progress points, including prior to and during the initial concrete pour; and during fabrication of steel connections.

Original Timeline - Not specified Final Timeline - Not specified
 Original Project Cost Estimate - Not Specified Final Cost - Not Specified

Client Reference: Pitt County Solid Waste & Recycling
 Mr. John Demary, Solid Waste Management Director
 252.902.3350
 john.demary@pittcountync.gov

PUTNAM COUNTY, TRANSFER STATION



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Construction Quality Assurance
- » Transfer Station Permitting

RESOURCE MANAGEMENT

PUTNAM COUNTY, TN / 2022 – PRESENT

Putnam County Transfer Station - Planning, programming, design, and construction administration for the expansion of an existing transfer station. The expansion will double the County’s tipping floor space and will make repairs to the existing transfer station. The project is constrained by the existing transfer station and recycling facility and will be constructed and repaired in a phased approach to allow the County to remain operational during construction.

Original Timeline - Not specified Final Timeline - Ongoing
 Original Project Cost Estimate - Not Specified Final Cost - Not Specified

Client Reference: Putnam County Solid Waste
 Mr. Doug Ashburn, Solid Waste Director
 931.528.3884
 dashburn@putnamcountyttn.gov

SECTION 6 - PRIOR EXPERIENCE WITH SIMILAR PROJECTS

HALIFAX COUNTY LANDFILL



PROJECT SPECIFIC EXPERIENCE INCLUDES:

- » Transfer Station Option Evaluation
- » Transfer Station Design and Permitting
- » Construction Administration and CQA
- » Landfill Closure
- » Landfill Gas Management
- » Solid Waste Management Plans
- » Convenience Center Design
- » Groundwater Assessment and Remediation
- » Landfill Operations Assistance
- » Financial Studies
- » Stormwater Compliance



Client Reference:

Halifax County Public Utilities
 Mr. Chris Williams -
 Director
 252.583.1451
 williamscm@halifaxnc.com

LITTLETON, NORTH CAROLINA / 1991 – PRESENT

Description - The Halifax County Landfill facility consists of an closed lined ash monofill landfill, an active C&D landfill which is located on top of an unlined MSW landfill and a transfer station. S+G has provided many services to Halifax County over our longterm relationship. These services include the following:

MSW Transfer Station Design, Bidding and Construction Management -

S+G has designed and permitted a transfer station for Halifax County. This transfer station was designed for a maximum throughput of 200 tons/day. S+G also incorporated a citizen’s convenience area into the transfer station design. S+G prepared all bid documents for the transfer station and is providing construction management and engineering services during construction.

Enfield Convenience Center Design and Construction Administration -

S+G designed, conducted the bidding process, and provided construction services for a new solid waste convenience site located near the Town of Enfield in 2010-2011. The site had previously been used as a lumber mill and had several abandoned vehicles and piles of scrap tires that had collected over the years. The site design, which was modeled after a similar site Smith Gardner designed near the Town of Scotland Neck in 2003, included a 6 to 9 foot high reinforced concrete retaining wall and associated reinforced concrete slabs, paving, fencing, and drainage features. This convenience site has been successfully used by the citizens of Halifax County since 2011.

***Transfer Station Siting/Design/Permitting/Construction (2011-13) -**

S+G assisted the County with site selection and in providing information on the proposed facility to local citizens. Once the optimal site was selected, S+G performed the initial design and permitted the transfer station through the NCDEQ. Upon completion of permitting, S+G prepared the bid documents and managed the bid procurement process. The resulting bids were in line with the established construction budget and construction began in September 2012. During construction, S+G performed contract administration and engineering services including routine inspections. Despite wetter than normal conditions during construction, the project was completed and ready for use by the July 2013 deadline. Throughout the project, S+G worked with the County to establish the necessary budgets and schedules for performance of all activities.

Transfer Station Life of Site Permitting (2018-19) -

S+G prepared and submitted a permit application which resulted in the County being issued life of site approval for operations of the transfer station in 2019.

Transfer Station Assessment (2021) - In 2021, S+G performed a Transfer Station Assessment in accordance with NCDEQ requirements to assess current conditions of the facility and provide recommendations for compliance with applicable rules. S+G also conducts periodic reviews of the condition of the transfer station upon request by the County.

*Original Timeline - Nov. 2011 to July 2013 Final Timeline - Operational on July 1, 2013

Original Project Cost Estimate - \$110,000 Final Cost - \$110,000

SECTION 6 - PRIOR EXPERIENCE WITH SIMILAR PROJECTS

OUR VISION

As an employee-owned company, Smith Gardner, Inc. strives to continually improve efficiencies, services, and solutions to help our clients achieve the greatest returns on their investments. We achieve this vision through teamwork, respect, accountability, integrity, and innovation. These values power everything we do.



REGIONAL TRANSFER STATION, CONVENIENCE SITE, AND RECYCLING PROJECTS

- Avery County Transfer Station (NC)
- Bladen County Transfer Station (NC)
- Burnt Poplar Transfer Station (NC)
- Chatham County Recycling Station (NC)
- City of High Point Convenience Site (NC)
- Cleveland County Recycling Station, (NC)
- Davidson County Transfer Station (NC)
- Dillon County Transfer Station (SC)
- Douglasville Transfer Station (GA)
- Durham Regional Campus Transfer (NC)
- Enfield Convenience Site (NC)
- Halifax County Transfer Station (NC)
- Halifax County White Goods Handling Facility (NC)
- Harnett County Transfer Station (NC)
- Haralson Transfer Station (GA)
- J&B Transfer Station (SC)
- Kersey Valley Landfill Convenience Sites (2) (NC)
- Oconee County Transfer Station Design (SC)
- Orangeburg County Transfer Station Feasibility (SC)
- Pender County Transfer Station (NC)
- Piedmont Transfer Station (SC)
- Pitt County Transfer Station (NC)
- Putnam County Transfer Station (TN)
- Scotland County Transfer Station (NC)
- Scotland Neck Convenience Site (NC)
- Soundside Recycling and Compost (NC)
- Thornton Road Mixed Waste Transfer (NC)
- Wake County Convenience Center Controls (Study) (NC)
- Westside Transfer Station (GA)
- York County Recycling Center (SC)

SECTION 7 - PROJECT SCOPE OF SERVICES & DELIVERABLES

ENVIRONMENTAL RESPONSIBILITY

As leaders in solid waste consulting, we believe it is our responsibility to be active participants in the development of environmentally appropriate waste management practices for the future.



PROJECT SCOPE OF SERVICES

S+G understands the project is providing professional services for a new transfer Station. S+G's scope of work will include design, permitting, bid assistance, construction contract administration, construction observation including materials testing, as-built documentation and grant assistance, if required.

Site design services will include, but are not limited to, site planning to select location (if necessary), surveying services to document detailed existing conditions, geotechnical investigation of selected location, civil design to include stormwater, access roads and utilities. Utilities will include water for fire suppression and potable water and sewer for leachate removal. Building design services will include, architectural services to meet current codes, structural engineering, mechanical, electrical and plumbing design within the building envelope, and fire suppression design as required.

Design services will also include any necessary revisions to previously approved Operations Plans as well as other plans required by NCDEQ.

Upon completion of the design, S+G will submit to the City of Fayetteville as required to obtain utility approvals.

Upon approval by the relevant regulatory agencies, S+G will work with Cumberland County to advertise to the project, conduct pre-bid meetings, address Contractor questions, and evaluate the bid received. Based upon the qualifications and costs, S+G will assist the County with selecting a suitable Contractor.

During construction, S+G and their team will assist the county with contract administration by reviewing submittals, responding to possible requests for information and reviewing and approving Contractor pay applications. S+G will also provide oversight of the construction on a part time basis. This oversight will include subcontracting a testing firm to provide materials testing as required by the project specifications.

Upon completion of construction, S+G will provide required information to the regulatory community to obtain a permit to operate.

SECTION 7 - PROJECT SCOPE OF SERVICES & DELIVERABLES

OUR VALUES

Smith Gardner, Inc. strives to continually improve efficiencies, services, and solutions to help our clients achieve the greatest returns on their investments.

We achieve this through

- Teamwork
- Respect
- Accountability
- Integrity
- Innovation
- Involvement

These values power everything we do.



DELIVERABLES

S+G and the design team will provide the following project deliverables:

- **Construction Drawings:** These plans will detail the work required to construct the Transfer Station as required.
- **Construction Specifications:** Specifications will be prepared to provide Contractors with the information required to provide the proper materials, means and methods for the completion of the project.
- **General and Supplemental Conditions:** These documents provide the Contractual basis for the project.
- **Construction Contract:** This is the sum of the components delineated above. The Contractor and the County will utilize this document throughout the project.
- **Construction Certification Report:** This document will be prepared to document and certify compliance with the solid waste permit and gain approval for the permit to operate.

SECTION 8 - CURRENT PROJECTS

S+G is actively working on approximately 250 projects, and we manage between 200 and 300 projects monthly. These projects range from \$5,000 to \$500,000 and include small LCID/C&D site advisement, LFG system expansion, MSW cell permitting, MSW cell expansion/construction, site improvements, environmental testing, recycling/convenience center expansions, and transfer station expansions and replacements. Current projects relevant to the work that Cumberland County is requesting include:

Site	Work	Cost
Fayetteville Transfer Station	Facility/Site Improvements	\$10,000
Black Creek Transfer Station	Floor/Trench Drain Repairs	\$25,000
Sevier Solid Waste, Inc.	Siting and Preliminary Design	\$30,000
Putnam County Solid Waste	Transfer Station Expansion/Replacement	\$200,000
Cumberland County Assembly Court Convenience Center	Utility Permitting	\$7,000
Cumberland County Ann Street Landfill	Transfer Station Facility Permitting & Erosion Control Plan	\$35,000
Dillon County Transfer Station (SC)	Transfer Station Rehabilitation Design Build Consulting	\$20,000
Durham County Redwood Convenience Center	Convenience Center Design	\$420,000
Private Landfill - Wake County North Carolina	Permitting and Design of New Scale and Scale House	\$150,000
Oconee County South Carolina	Site Plan and Design for an Access Road and Scale Facility	\$25,000

SECTION 8 - CURRENT PROJECTS

RESPONSIVENESS

S+G understands that time is of the essence and that our client's needs come first. To that end we incorporate responsiveness into everything we do.



WORK TIMELINE

S+G is prepared to begin work immediately upon approval by the County. Our estimate of the time to complete the project is detailed below. Please understand that we cannot control regulatory review times but we will respond to requests for information as quickly as possible.

Design:

Geotechnical Investigation: 4 weeks (If a new location is required)

Survey: 3 weeks (Concurrent with Geotechnical Investigation)

Civil Site Design: 6 weeks (Concurrent with other design tasks)

Architectural Design: 6 weeks (Concurrent with other design tasks)

Structural Design: 6 weeks (Concurrent with other design tasks)

MEP Design: 6 weeks (Concurrent with other design tasks)

Permitting:

Local Permitting: 6 weeks (assumed)

Procurement: (County) 4 - 6 Months

Construction: 6 Months (estimated)

Certifications: 4 weeks

Permit to Operate: 6 weeks

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APPENDIX A - LICENSURE & INSURANCE

APPENDIX A
LICENSURE & INSURANCE
SAM EXCLUSION CHART

The North Carolina Board of Examiners for Engineers and Surveyors

Certificate of Licensure
Smith Gardner, Inc.

Having met all the requirements of the Board to practice

Engineering and Land Surveying

In North Carolina, and the Board having made the necessary findings as required by law, the Board does hereby issue this Certificate of Licensure pursuant to the requirements of the General Statutes of North Carolina.

In testimony whereof: the North Carolina Board of Examiners for Engineers and Surveyors issues this certificate under the seal of the Board and the signatures of the Board Chair and Secretary.

This the 7th day of June in the year 2022.

Jamie L. Lane
Chair of the Board

Cedric D. Fairbanks
Secretary of the Board

F-1370
Certificate Number
(This Certificate is Renewable Annually)



SM, Entities, Public, Enact, V, 4239	Name	Address 1	Address 2	City	State / Pro	Country	Zip	Unique Entity ID	Exclusion Program	Excluding Agency	CF Code	Exclusion Type	Additional Active Date	Termination Due Cause-Reference	SM Number	
Firm	SHORTHAWK, LLC	2802 28TH SITE 151	SANTA HO CA	SANTA HO CA	USA	USA	91404	XLBAR0205	Reciprocal	NISA	A1	Ineligible (Processing Pending)	12/20/2011	Indefinite	(also MICHAEL POTTER) (also MICHAEL POTTER)	54W2022K
Special Entity Designation	SWB BANK	7910 L. SAOONWICKESKAWA	MOSCOW	MOSCOW	RUS	RUS	115035	QALUHC19C8Q	Reciprocal	TREAS-OFAC		Prohibition/Restricted PI data has	7/20/2015	Indefinite	(also RUS/IRUSSIAN BANK FOR SMALL AND M	54W2022Y
Special Entity Designation	SWB BANK	7910 L. SAOONWICKESKAWA	MOSCOW	MOSCOW	RUS	RUS	115035	RQFHNFH2B4	Reciprocal	TREAS-OFAC		Prohibition/Restricted PI data has	5/20/2015	Indefinite	(also SMILE PROPERTY & TRAVEL LTD)	54W2022Z
Firm	SMILE BITCARD	601 MCCOYNOUGH BLVD., SE.	ATLANTA GA	ATLANTA GA	USA	USA	30315	LEVISUNLBNW7	Reciprocal	HHS	Z1	Ineligible (Processing Pending)	11/20/1997	Indefinite	(also SMILE TECHNOLOGIES S.A.)	54W2022A
Firm	SMILE BRITTE FAMILY DENTISTRY	601 MCCOYNOUGH BLVD., SE.	ATLANTA GA	ATLANTA GA	USA	USA	30315	LEVISUNLBNW7	Reciprocal	HHS	R	Ineligible (Processing Pending)	3/15/1998	Indefinite	(also SMILE TECHNOLOGIES S.A.)	54W2022B
Firm	SMILE PAYMENTS	FLAT 173A WHITE LIDON STREET	ELINGTON LONDON	ELINGTON LONDON	GBR	GBR	N189F	LFMDOVWCHHS	Reciprocal	OPH		Prohibition/Restricted PI data has	5/20/2019	Indefinite	(also SMILE TECHNOLOGIES S.A.)	54W2022C
Special Entity Designation	SMILE PROPERTY & TRAVEL LTD							LAJLSC1UW99	Reciprocal	TREAS-OFAC		Prohibition/Restricted PI data has	5/20/2019	Indefinite	(also SMILE TECHNOLOGIES S.A.)	54W2022D
Special Entity Designation	SMILE PROPERTY & TRAVEL LTD							LAJLSC1UW99	Reciprocal	TREAS-OFAC		Prohibition/Restricted PI data has	5/20/2019	Indefinite	(also SMILE TECHNOLOGIES S.A.)	54W2022E
Special Entity Designation	SMILE TECHNOLOGIES CANADA LTD		SAN ANTONIO	SAN ANTONIO	USA	USA		GAVZKDGLBLUS	Reciprocal	TREAS-OFAC		Prohibition/Restricted PI data has	5/20/2019	Indefinite	(also SMILE TECHNOLOGIES CANADA LTD)	54W2022F
Special Entity Designation	SMILE TECHNOLOGIES CANADA LTD		SAN ANTONIO	SAN ANTONIO	USA	USA		GAVZKDGLBLUS	Reciprocal	TREAS-OFAC		Prohibition/Restricted PI data has	5/20/2019	Indefinite	(also SMILE TECHNOLOGIES CANADA LTD)	54W2022G
Special Entity Designation	SMILE TECHNOLOGIES S.A., LLC	5625 TRUROAD	MIRRESANCA	MIRRESANCA	CAN	CAN	LM896	CUEFYATF765	Reciprocal	TREAS-OFAC		Prohibition/Restricted PI data has	5/20/2019	Indefinite	(also SMILE WALLET LIMITED, SMILE WALLET	54W2022H
Special Entity Designation	SMILE TECHNOLOGIES S.A., LLC	AVENIDA CHMILCOY 0157	MIRRESANCA	MIRRESANCA	CAN	CAN	LM896	PRPHY7YDNG9	Reciprocal	TREAS-OFAC		Prohibition/Restricted PI data has	5/20/2019	Indefinite	(also SMILE WALLET LIMITED, SMILE WALLET	54W2022I
Special Entity Designation	SMILE WALLET							GFEBSZQW1H9	Reciprocal	TREAS-OFAC		Prohibition/Restricted PI data has	5/20/2019	Indefinite	(also SMILE TECHNOLOGIES CANADA LTD)	54W2022J
Special Entity Designation	SMILE WALLET							FOOTLUC1W1N1	Reciprocal	TREAS-OFAC		Prohibition/Restricted PI data has	5/20/2019	Indefinite	(also SMILE TECHNOLOGIES S.A.)	54W2022K
Special Entity Designation	SMILE WALLET							WREGNZKNGF77	Reciprocal	TREAS-OFAC		Prohibition/Restricted PI data has	5/20/2019	Indefinite	(also SMILE TECHNOLOGIES S.A.)	54W2022L
Special Entity Designation	SMILE WALLET							LIQLIYAVW148	Reciprocal	TREAS-OFAC		Prohibition/Restricted PI data has	5/20/2019	Indefinite	(also SMILE TECHNOLOGIES S.A.)	54W2022M
Special Entity Designation	SMILE WALLET							MOELVSP9384	Reciprocal	TREAS-OFAC		Prohibition/Restricted PI data has	5/20/2019	Indefinite	(also SMILE TECHNOLOGIES S.A.)	54W2022N
Firm	SMILES R US DENVAL GROUP, INC.	3363 NW 7TH ST., SUITE 101	MIRRESANCA FL	MIRRESANCA FL	USA	USA	33125	GNDVDFBC3C3	Reciprocal	HHS	Z1	Ineligible (Processing Pending)	11/20/2003	Indefinite	(also SMILE TECHNOLOGIES S.A.)	54W2022O
Firm	SMILES R US DENVAL GROUP, INC.	3363 NW 7TH ST., SUITE 101	MIRRESANCA FL	MIRRESANCA FL	USA	USA	33125	GNDVDFBC3C3	Reciprocal	HHS	Z2	Ineligible (Processing Pending)	11/20/2003	Indefinite	(also SMILE TECHNOLOGIES S.A.)	54W2022P
Special Entity Designation	SMILE TRAVELS							FANGHPULG568	Reciprocal	OPH		Prohibition/Restricted	1/26/2004	Indefinite	(also SMILE TECHNOLOGIES CANADA LTD)	54W2022Q
Special Entity Designation	SMILE TRAVELS							VDCFYJL72J8	Reciprocal	TREAS-OFAC		Prohibition/Restricted PI data has	5/20/2019	Indefinite	(also SMILE TECHNOLOGIES CANADA LTD)	54W2022R
Special Entity Designation	SMILE TRAVELS							NIK-REJDTY956	Reciprocal	TREAS-OFAC		Prohibition/Restricted PI data has	5/20/2019	Indefinite	(also SMILE TECHNOLOGIES CANADA LTD)	54W2022S
Special Entity Designation	SMILE TRAVELS							FPALHEJ4J4	Reciprocal	TREAS-OFAC		Prohibition/Restricted PI data has	5/20/2019	Indefinite	(also SMILE TECHNOLOGIES CANADA LTD)	54W2022T
Special Entity Designation	SMILE TRAVELS							FPFWDCR82D3	Reciprocal	TREAS-OFAC		Prohibition/Restricted PI data has	5/20/2019	Indefinite	(also SMILE TECHNOLOGIES CANADA LTD)	54W2022U
Firm	SMITH BEGNOWITANS	210 HILLSIDE CT.	JAMESVILLE	JAMESVILLE	USA	USA	53535	THYFNW93LMN1	Reciprocal	EPH	H	Ineligible (Processing Pending)	7/15/2004	Indefinite	(also MICHAEL SMITH)	54W2022V
Firm	SMITH TOTAL MAINTENANCE	3605 COLLEGE CT.	LOMPDOC CA	LOMPDOC CA	USA	USA	95048	PRO32Q9M34	Reciprocal	ARMY		Ineligible (Processing Pending)	6/27/2004	Indefinite	(also SMILE TECHNOLOGIES S.A.)	54W2022W
Firm	SMITH GERARD FRANCHISE	3605 COLLEGE CT.	LOMPDOC CA	LOMPDOC CA	USA	USA	95048	PRO32Q9M34	Reciprocal	HHS	Z	Ineligible (Processing Pending)	5/11/1991	Indefinite	(also SMILE TECHNOLOGIES S.A.)	54W2022X
Firm	SMITHFIELD INVESTMENTS, INC.	5011 BREATHWOOD STRAB RD.	FT. WORTH TX	FT. WORTH TX	USA	USA	76112	YTCMDY93E7	Reciprocal	HURP	R	Ineligible (Processing Pending)	5/11/1991	Indefinite	(also SMILE TECHNOLOGIES S.A.)	54W2022Y
Firm	SMITHFIELD INVESTMENTS, INC.	5011 BREATHWOOD STRAB RD.	FT. WORTH TX	FT. WORTH TX	USA	USA	76112	YTCMDY93E7	Reciprocal	TREAS-OFAC		Ineligible (Processing Pending)	5/11/1991	Indefinite	(also SMILE TECHNOLOGIES S.A.)	54W2022Z

ATTACHMENT A: EXECUTION OF PROPOSAL

EXECUTION

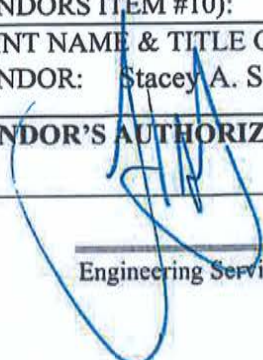
In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted 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: Smith Gardner, Inc.		
STREET ADDRESS: 14 North Boylan Avenue	P.O. BOX: N/A	ZIP: 27603
CITY & COUNTY & ZIP: Raleigh, Wake County, 27603	TELEPHONE (919) NUMBER: 828-0577	TOLL FREE TEL. NO: N/A
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: Stacey A. Smith, President	FAX NUMBER: N/A	
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: 8-28-24	EMAIL: stacey@smithgardnerinc.com

ATTACHMENT B: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

This form is required only for purchases of more than \$100,000

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Smith Gardner, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

President
Name and Title of Contractor's Authorized Official

8-20-24

Date

ATTACHMENT C: NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT
of Cumberland

State of North Carolina County

Stacey A. Smith, being first duly sworn, deposes and says that:

1. He/She is the President of Smith Gardner, 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: Stacey A. Smith

Title: President

Date: 8-28-24

Subscribed and Sworn to Before Me,

This 28 day of August, 2024

Notary Public Nicole M. Everett

My Commission Expires: 06-13-2026

NICOLE M. EVERETT
NOTARY PUBLIC
WAKE COUNTY, N.C.
My Commission Expires 6-13-2026.

ACTION AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
COURTHOUSE - ROOM 118
SEPTEMBER 16, 2024
6:45 PM

INVOCATION - Commissioner Veronica Jones

VICE CHAIRWOMAN STEWART DELIVERED THE INVOCATION

PLEDGE OF ALLEGIANCE -

Fayetteville-Cumberland Youth Council Members

MEMBERS OF THE FAYETTEVILLE-CUMBERLAND YOUTH COUNCIL WERE NOT IN ATTENDANCE

Recognition of Vice Chairwoman Toni Stewart for Receiving Statewide Appointments

DR. TONI STEWART, VICE CHAIRWOMAN OF THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS, HAS BEEN SELECTED TO SERVE ON LEADERSHIP ROLES IN TWO STATEWIDE ORGANIZATION RELATED TO HUMAN SERVICES.

DR. STEWART HAS BEEN ELECTED AS THE REGION 6 DIRECTOR FOR THE NORTH CAROLINA ASSOCIATION OF COUNTY BOARDS OF SOCIAL SERVICES AND SHE WAS NAMED TO THE HEALTH AND HUMAN SERVICES STEERING COMMITTEE OF THE NORTH CAROLINA ASSOCIATION OF COUNTY COMMISSIONERS.

Recognition of IGNITE Interns

THE BOARD OF COMMISSIONERS WELCOMED THE NEW IGNITE INTERNS FOR PIO AND COMMUNITY DEVELOPMENT.

COMMUNITY DEVELOPMENT - CEDRIC TURNER, A GRADUATE STUDENT AT FAYETTEVILLE STATE UNIVERSITY

PIO - TREY RICHARDSON A SENIOR AT FAYETTEVILLE STATE UNIVERSITY STUDYING COMMUNICATIONS AND MEDIA RELATIONS.

1. APPROVAL OF AGENDA

AGENDA WAS APPROVED WITH THE REMOVAL OF ITEM 3.D CASE # ZON-24-0027.

2. CONSENT AGENDA

Approved

A. Approval of Proclamation Recognizing Constitution Week in Cumberland County

Approved

B. Approval of Proclamation Recognizing Manufacturing Day in Cumberland County

Approved

C. Approval of NC Cardinal Memorandum of Agreement Between the Cumberland County Public Library and the State Library of North Carolina

Approved

D. Approval of Declaration of Official Intent to Reimburse Expenditures

Approved

E. Approval of Amendment to the Fayetteville Area Metropolitan Planning Organization (FAMPO) Memorandum of Understanding(MOU)

- Approved F. Approval of Capital Project Budget Ordinance Amendment B250150 for the Crown Event Center Project
- Approved G. Approval of Budget Ordinance Amendments for the September 16, 2024 Board of Commissioners' Agenda
- H. Approval of Cumberland County Board of Commissioners Agenda Session Items
- Approved 1. Amendments to the Local Emergency Planning Committee Bylaws
- Approved 2. Policy for Leasing County-owned Property
- Approved 3. Resolution for Funding Assistance for the Proposed Future Cedar Creek Water and Sewer District
- Approved 4. Resolution for Funding Assistance for Gray's Creek Water and Sewer District
- Approved 5. Resolution for Funding Assistance for Overhills Water and Sewer System Regionalization Study
- Approved 6. Request for Qualifications (RFQ) for Engineering Services for Ann Street Transfer Station

7. Service Agreement with Smith Gardner, Inc. for Solid Waste Landfill Gas to Energy Evaluation

THE BOARD OF COMMISSIONERS APPROVED THE SERVICE AGREEMENT WITH SMITH GARDNER, INC. IN THE AMOUNT OF \$96,000 AND AUTHORIZED THE CHAIRMAN TO EXECUTE THE CONTRACT THAT HAS BEEN AUDITED AND DETERMINED TO BE LEGALLY SUFFICIENT

8. Service Agreement with Smith Gardner, Inc. for Solid Waste Landfill Gas Routine Compliance Assistance

THE BOARD OF COMMISSIONERS APPROVED THE SERVICE AGREEMENT WITH SMITH GARDNER, INC. IN THE AMOUNT OF \$60,000 AND AUTHORIZED THE CHAIRMAN TO EXECUTE THE CONTRACT THAT HAS BEEN AUDITED AND DETERMINED TO BE LEGALLY SUFFICIENT

9. Service Agreement with Smith Gardner, Inc. for Solid Waste Borrow Area Drilling

THE BOARD OF COMMISSIONERS APPROVED THE SERVICE AGREEMENT WITH SMITH GARDNER, INC. IN THE AMOUNT OF \$30,000 AND AUTHORIZED THE CHAIRMAN TO EXECUTE THE CONTRACT THAT HAS BEEN AUDITED AND DETERMINED TO BE LEGALLY SUFFICIENT

10. Service Agreement with Smith Gardner, Inc. for Stormwater Improvements for Ammonia

THE BOARD OF COMMISSIONERS APPROVED THE SERVICE AGREEMENT WITH SMITH GARDNER, INC. IN THE AMOUNT OF \$75,000 AND AUTHORIZED THE CHAIRMAN TO EXECUTE THE CONTRACT THAT HAS BEEN AUDITED AND DETERMINED TO BE LEGALLY SUFFICIENT

11. Service Agreement with Smith Gardner, Inc. for Solid Waste Annual Water Quality Monitoring & Reporting

THE BOARD OF COMMISSIONERS APPROVED THE SERVICE AGREEMENT WITH SMITH GARDNER, INC. IN THE AMOUNT OF \$96,000 AND AUTHORIZED THE CHAIRMAN TO EXECUTE THE CONTRACT THAT HAS BEEN AUDITED AND DETERMINED TO BE LEGALLY SUFFICIENT

12. Service Agreement with Smith Gardner, Inc. for Solid Waste Stormwater Compliance

THE BOARD OF COMMISSIONERS APPROVED THE SERVICE AGREEMENT WITH SMITH GARDNER, INC. IN THE AMOUNT OF \$25,000 AND AUTHORIZED THE CHAIRMAN TO EXECUTE THE CONTRACT THAT HAS BEEN AUDITED AND DETERMINED TO BE LEGALLY SUFFICIENT

3. PUBLIC HEARINGS

- A. Adoption of the North Central Area Land Use Plan

THE BOARD OF COMMISSIONERS HELD A PUBLIC HEARING AND ADOPTED THE NORTH CENTRAL LAND USE PLAN

- B. Section 5311 Grant Application and Approval of Submission of the FY26 Applications for the Community Transportation Program (Sections: 5311, 5310, 5307, ROAP) Grant Funds

THE BOARD OF COMMISSIONERS HELD A PUBLIC HEARING FOR THE SECTION 5311 GRANT APPLICATION AND AUTHORIZED THE COUNTY MANAGER TO APPROVE THE SUBMISSION OF THE FY26 COMMUNITY TRANSPORTATION PROGRAM (SECTIONS 5311, 5310, 5307 ROAP) GRANT APPLICATIONS TO THE NC DEPARTMENT OF TRANSPORTATION.

- C. Community Development Program Year 2023 Draft Consolidated Annual Performance and Evaluation Report (CAPER)

THE BOARD OF COMMISSIONERS HELD A PUBLIC HEARING ON THE DRAFT PY2023 CAPER TO OFFER COMMENTS, AS WELL AS RECEIVE COMMENTS FROM THE PUBLIC. NO OTHER ACTION WAS NECESSARY

Rezoning Cases

- D. CASE # ZON-24-0027

THE PUBLIC HEARING WAS DEFERRED TO THE DECEMBER 16, 2024 BOARD OF COMMISSIONERS' MEETING PER THE REQUEST OF THE APPLICANT

4. ITEMS OF BUSINESS

Approved

- A. Consideration of Crown Coliseum Elevator Renovation Contract Change Order #1
- B. Consideration of Design-Build Contract for Government Services Parking Deck

THE BOARD OF COMMISSIONERS APPROVED THE BASE CONTRACT WITH SAMET FOR PHASE 1 PRECONSTRUCTION SERVICES FOR THE GOVERNMENT SERVICES PARKING DECK PROJECT

- C. Consideration of GMP-1 Amendment to Crown Event Center Construction Manager at Risk Contract

THE BOARD OF COMMISSIONERS APPROVED THE GMP-1 AMENDMENT TO CONSTRUCTION MANAGER AT RISK CONTRACT WITH TA LOVING/METCON FOR THE CROWN EVENT CENTER PROJECT

- D. Acceptance of the 2023 Local Emergency Shelter Capacity Grant Award and Associated Budget Ordinance Amendment #B250237

THE BOARD OF COMMISSIONERS ACCEPTED THE 2023 LOCAL EMERGENCY SHELTER CAPACITY GRANT AWARD AND APPROVED BUDGET ORDINANCE AMENDMENT B250237 TO RECOGNIZE GRANT FUNDS IN THE AMOUNT OF \$236,830.00

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

6. NOMINATIONS

- A. Fayetteville Technical Community College Board of Trustees (2 Vacancies)

NOMINEES:

**DR. ANDREA DICKERSON
JUDGE (RETIRED) EDWARD PONE
DAVID BREECE**

7. APPOINTMENTS

- A. Board of Adjustment (4 Vacancies)

APPOINTED:

**VICKIE MULLINS - FULL TIME MEMBER
DONALD BROOKS - FULL TIME MEMBER**

KENNETH TURNER - FULL TIME MEMBER
VERONICA MITCHELL ROZIER - FULL TIME MEMBER

- B. Cumberland County Local Emergency Planning Committee (4 Vacancies)

APPOINTED:

COLBY FOSTER - COMMUNITY GROUP REPRESENTATIVE
LAURA SMITH - EMERGENCY MANAGEMENT REPRESENTATIVE
HARRISON COMBS - LAW ENFORCEMENT REPRESENTATIVE
MARCIA TILLMAN BOOKHART - UTILITIES REPRESENTATIVE

- C. Fayetteville Area Convention and Visitor's Bureau Board of Directors (1 Vacancy)

APPOINTED:

NATHAN ERNST

- D. Parks and Recreation Advisory Board (2 Vacancies)

APPOINTED:

ANTONIA RENTERIA
DAVID BREECE

- E. Home and Community Care Block Grant Committee (1 Vacancy)

APPOINTED:

BARBARA BROOKS

8. GRAY'S CREEK WATER AND SEWER DISTRICT GOVERNING BOARD AND CONSENT AGENDA

- A. Resolution for Funding Assistance for Gray's Creek Water and Sewer District

THE BOARD OF COMMISSIONERS ADOPTED THE RESOLUTION ALLOWING THE DEPARTMENT TO MOVE FORWARD WITH THE APPLICATION FOR FUNDING ASSISTANCE FOR GRAY'S CREEK WATER AND SEWER DISTRICT

9. OVERHILLS PARK WATER AND SEWER DISTRICT GOVERNING BOARD CONSENT AGENDA

- A. Resolution for Funding Assistance for Overhills Water and Sewer System Regionalization Study

THE BOARD OF COMMISSIONERS ADOPTED THE RESOLUTION ALLOWING THE DEPARTMENT TO MOVE FORWARD WITH THE APPLICATION FOR FUNDING ASSISTANCE FOR OVERHILLS WATER AND SEWER DISTRICT

RECONVENE THE BOARD OF COMMISSIONERS MEETING

10. CLOSED SESSION:

ADJOURN

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



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF SEPTEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA LEE BADER, P.E., GENERAL MANAGER FOR NATURAL RESOURCES

DATE: 9/9/2024

SUBJECT: REQUEST FOR QUALIFICATIONS (RFQ) FOR ENGINEERING SERVICES FOR ANN STREET TRANSFER STATION

BACKGROUND

On August 14, 2024, the Solid Waste Management Department invited qualified engineering firms that provide design, permit, and construction services to submit Requests for Qualifications (RFQ). The County is seeking a qualified consultant to assist with engineering services for the Ann Street Transfer Station that will be located at the landfill facility at 698 Ann Street, Fayetteville, N.C.

The firm selected would assist with applications to Federal and/or State agencies for funding, public outreach, modeling, studies, negotiation of agreements, design, permitting, bidding, assistance with negotiating construction contracts, construction contract administration, construction observation, and project administration.

The firms had until August 28, 2024, to submit their Statement of Qualifications. One firm responded. Staff reviewed the submittal and agreed that Smith Gardner, Inc. is qualified to be selected for Engineering Services for the Ann Street Transfer Station.

At the September 12, 2024, Agenda Session meeting, the Board approved placing this item on the consent agenda at the September 16, 2024, Board of Commissioners' meeting.

RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources, and County Management recommend the proposed action:

1. Accept the selection of Smith Gardner, Inc. as the best qualified firm for Engineering Services for Ann Street Transfer Station.

2. Grant permission to enter negotiations for detailed scope of work, cost of services, and prepare contract for approval at a future Board of Commissioners meeting.



SOLID WASTE MANAGEMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 16, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: AMANDA LEE, P.E., GENERAL MANAGER FOR NATURAL RESOURCES

DATE: 12/10/2024

SUBJECT: PURCHASE OF A YARD SPOTTER FOR THE SOLID WASTE DEPARTMENT

BACKGROUND

A formal bid request was issued for a yard spotter by the Solid Waste Department. At the October 7, 2024, Board of Commissioners meeting the board approved the award of IFB (Invitation for Bid) Number 24-20-SW to Gregory Poole Equipment Company in the amount of \$141,481.40 based on lowest responsive, responsible bidder standard of award.

Yard spotters are designed to be versatile and customizable, and are semi-tractors designed to move full or empty cargo containers and trailers. Unlike a standard semi-truck, a yard spotter can seamlessly maneuver and position containers in tight, compact spaces. Yard spotters have a tighter turning radius, a shorter wheelbase and a solid-mounted rear axle. This design allows it to navigate close quarters deftly, resulting in more efficient operations, and the 360-degree view minimizes blind spots, providing optimal visibility. These vehicles use a fifth hydraulic lifting wheel. This feature lets the operator move, lower, and position the trailer without leaving the cab or activating the landing gear. This yard spotter will be utilized immediately for trailer movement for balefill mining and will be used at the Transfer Station at the Ann Street Landfill.

Funding in the amount of \$141,482 is available in the Fiscal Year 2025 Solid Waste Capital Outlay budget for a yard spotter.

At their December 10, 2024, Agenda Session meeting, the Board of Commissioners approved placing this item as a consent item on the December 16, 2024, Board of Commissioners' meeting agenda.

RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommend the following proposed actions:

1. Approve the purchase of a yard spotter in the amount of \$141,481.40.
2. Authorize the Chairman to execute the attached contract that has been pre-audited and determined to be legally sufficient.

ATTACHMENTS:

Description	Type
Purchase Agreement	Backup Material
Board Approval of Bid Award	Backup Material

STATE OF NORTH CAROLINA

AGREEMENT FOR PURCHASE OF EQUIPMENT

COUNTY OF CUMBERLAND

This Agreement is made this 12th day of November 2024, by and between the County of Cumberland, a body politic and corporate of the State of North Carolina, hereinafter referred to as "COUNTY," and Gregory Poole Equipment Company, a business located at 4807 Beryl Road, Raleigh, NC 27606-1406, hereinafter referred to as "VENDOR."

WITNESSETH:

WHEREAS, COUNTY issued IFB#24-20-SW Yard Spotter, attached hereto as **Attachment A** and incorporated herein by reference, for the purchase of a yard spotter for COUNTY'S Ann Street Landfill (the "Equipment"); and

WHEREAS, COUNTY determined that VENDOR'S bid, attached hereto as **Attachment B** and incorporated herein by reference, was the lowest responsive bid for the purchase of the Equipment; and

WHEREAS, funds are available in COUNTY'S current fiscal year budget for the purchase of the Equipment.

NOW THEREFORE, the parties agree to the following terms and conditions for the purchase and sale of the Equipment:

1. SPECIFICATIONS: COUNTY agrees to purchase, and VENDOR agrees to sell and deliver the Equipment to COUNTY'S Ann Street Landfill in accordance with all the terms, conditions, specifications, descriptions, and warranties set forth in VENDOR'S bid response as set forth in **Attachment B**.
2. PRICE: The full purchase price for the Equipment and all services or warranties as described in **Attachment B** is \$141,481.40.
3. PAYMENT: COUNTY shall pay VENDOR the full purchase price within 20 days of receipt of the final invoice and delivery of the Equipment to COUNTY'S Ann Street Landfill.
4. AGENCY AND AUTHORITY: COUNTY designates Amanda Lee, General Manager for Natural Resources as its exclusive agent with respect to this Agreement. COUNTY'S agent is authorized to negotiate directly with VENDOR on all matters pertaining to this Agreement. The individual signing this Agreement for VENDOR certifies that he or she is fully authorized to sign on behalf of VENDOR and his or her signature fully binds VENDOR to the terms and conditions of this Agreement. VENDOR specifically agrees that it shall not modify any of the terms and conditions set forth in its bid response included in **Attachment B** without the written consent of COUNTY'S agent.
5. APPLICABLE LAW: This Agreement shall be governed by the laws of the State of North Carolina. The parties agree that the courts of the State of North Carolina shall have exclusive jurisdiction of any claim arising under the terms of this Agreement with appropriate venue being Cumberland County.
6. IRAN DIVESTMENT ACT CERTIFICATION: VENDOR hereby certifies that it is not on the Iran Final Divestment List (the "List") created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.55-69, and it shall not utilize any subcontractor for the performance of this Agreement that is on the List.
7. E-VERIFY CERTIFICATION: VENDOR shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes and shall also require any subcontractor it utilizes to comply with those statutory requirements.

CONTRACT# 2025337

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their respective duly authorized representatives.

CUMBERLAND COUNTY

BY: _____

Kirk deViere, Chairman
Board of County Commissioners

Gregory Poole Equipment Company

BY:  11/12/24
Sawyer Strickland, Account Manager

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


County Finance Office

Approved for Legal Sufficiency upon formal execution by all parties

 11/25/24
County Attorney's Office
BDC APPROVAL 10/07/24

NEW PRODUCT WARRANTY



**PARTICIPATING OEM SALES
DISTRIBUTOR SALES**

LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS USED IN ON-HIGHWAY TRUCK APPLICATIONS OTHER THAN AUTOMOTIVE FIRE APPARATUS APPLICATIONS

Allison Transmission, Inc. will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in an On-Highway Truck other than Automotive Fire Apparatus in accordance with the following terms, conditions, and limitations.

WHAT IS COVERED

- **WARRANTY APPLIES** — This warranty is for new Allison transmission models listed below installed in an On-Highway Truck other than Line Haul and Automotive Fire Apparatus and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.
- **REPAIRS COVERED** — The warranty covers repairs or replacement, at Allison Transmission’s option, to correct any transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances.
- **TOWING** — Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.
- **PAYMENT TERMS** — Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart contained in section “APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE.”
- **OBTAINING REPAIRS** — To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.
- **TRANSMISSION REMOVAL AND REINSTALLATION** — Labor costs for the removal and re-installation of the transmission, when necessary to make a warranty repair, are covered by this warranty.
- **WARRANTY PERIOD** — The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser, with the following exception:
Demonstration Service - A transmission in a new truck or bus may be demonstrated to a total of 5000 miles (8000 kilometers). If the vehicle is within this limit when sold to a retail purchaser, the warranty start date is the date of purchase. Normal warranty services are applicable to the demonstrating Dealer. Should the truck or bus be sold to a retail purchaser after these limits are reached, the warranty period will begin on the date the vehicle was first placed in demonstration service and the purchaser will be entitled to the remaining warranty.

The warranty period for all coverages shall end at the expiration of the coverage set forth below:

APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE

APPLICABLE MODELS	WARRANTY LIMITATIONS (Whichever occurs first)		ADJUSTMENT CHARGE TO BE PAID BY THE CUSTOMER	
	Months	Transmission Miles Or Kilometers	Parts	Labor
MD, HD, 3000, 3200, 3500, 4000, 4500, 4700, 4800, 3000 HS, 4000 HS, 4500 HS, 3000 RDS , 3500 RDS, 4000 RDS, 4500 RDS, 4700 RDS	0-24*	No Limit	No Charge	No Charge
1000 Series, 2000 Series, 2400 Series, 1000, 2100, 2200, 2500, 1000 HS, 2100 HS, 2200 HS, 2350 HS, 2500 HS, 2550 HS, 1000 RDS, 2100 RDS, 2200 RDS, 2350 RDS, 2500 RDS, 2550 RDS, 3000 V, 3000 VR	0-36*	No Limit	No Charge	No Charge

* Effective July 2006, the Allison transmission in your vehicle may be covered by additional extended coverage, dependent on the Original Equipment Manufacturer (OEM) which manufactured your vehicle. **This additional coverage requires continued use of an Allison Approved TES 295 automatic transmission fluid and genuine Allison filters.** Please consult your OEM Dealer or authorized Allison Transmission Distributor or Dealer for specific information.

WHAT IS NOT COVERED

- **DAMAGE DUE TO ACCIDENT, MISUSE, or ALTERATION**

Defects and damage caused as the result of any of the following are not covered:

- Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;
- Misuse of the vehicle;
- Installation into unapproved applications and installations;
- Alterations or modification of the transmission or the vehicle, and
- Damage resulting from improper storage (refer to long-term storage procedure outlined in the applicable Allison Service Manual)
- Anything other than defects in Allison Transmission material or workmanship

NOTE: This warranty is void on transmissions used in vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.

- **CHASSIS, BODY, and COMPONENTS** — The chassis and body company (assemblers) and other component and equipment manufacturers are solely responsible for warranties on the chassis, body, component(s), and equipment they provide. Any transmission repair caused by an alteration(s) made to the Allison transmission or the vehicle which allows the transmission to be installed or operated outside of the limits defined in the appropriate Allison Installation Guideline is solely the responsibility of the entity making the alteration(s).
- **DAMAGE CAUSED by LACK of MAINTENANCE or by the USE of TRANSMISSION FLUIDS NOT RECOMMENDED in the OPERATOR'S MANUAL** — Defects and damage caused by any of the following are not covered:
 - Failure to follow the recommendations of the maintenance schedule intervals applicable to the transmission;
 - Failure to use transmission fluids or maintain transmission fluid levels recommended in the Operator's Manual.
- **MAINTENANCE** — Normal maintenance (such as replacement of filters, screens, and transmission fluid) is not covered and is the owner's responsibility.
- **REPAIRS by UNAUTHORIZED DEALERS** — Defects and damage caused by a service outlet that is not an authorized Allison Transmission Distributor or Dealer are not covered.
- **USE of OTHER THAN GENUINE ALLISON TRANSMISSION PARTS** — Defects and damage caused by the use of parts that are not genuine Allison Transmission parts are not covered.
- **EXTRA EXPENSES** — Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.
- **"DENIED PARTY" OWNERSHIP** — Warranty repair parts and labor costs are not reimbursed to any participating or non-participating OEMs, dealers or distributors who perform warranty work for, or on behalf of, end users identified by the United States as being a "denied party" or who are citizens of sanctioned or embargoed countries as defined by the U.S. Department of Treasury Office of Foreign Assets Control. Furthermore, warranty reimbursements are not guaranteed if the reimbursement would be contrary to any United States export control laws or regulations as defined by the U.S. Department of Commerce, the U.S. Department of State, or the U.S. Department of Treasury.

OTHER TERMS APPLICABLE TO CONSUMERS AS DEFINED by the MAGNUSON-MOSS WARRANTY ACT

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these transmissions. **ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE TRANSMISSIONS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.****

** Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

OTHER TERMS APPLICABLE TO OTHER END-USERS

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ALLISON TRANSMISSION MODELS LISTED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLISON TRANSMISSION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TRANSMISSIONS. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.

QUESTIONS

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Transmission Distributor or Dealer or write to:

Allison Transmission, Inc.
P.O. Box 894
Indianapolis, IN 46206-0894
Attention: Warranty Administration PF-9

Form SE0617EN (201112)

ATTACHMENT A



SOLID WASTE

INVITATION FOR BID #24-20-SW

YARD SPOTTER

Date of Issue: February 13, 2024

Questions Due Date: February 20, 2024 (Tuesday) at 12:00 PM (EST)

Bid Due Date: March 1, 2024 (Friday) at 10:00 AM (EST)

Direct all inquiries concerning this IFB to:

Sophia Murnahan

Purchasing Manager

Email: CumberlandPurchasing@cumberlandcountync.gov

Phone: 910-678-7743

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

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1.0 PURPOSE AND BACKGROUND

Cumberland County is soliciting bids on behalf of the Solid Waste Management department for a yard spotter.

2.0 BID INSTRUCTIONS & REQUIREMENTS

2.1 INVITATION FOR BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before contract award. All attachments and addenda released for this IFB in advance of any contract award are incorporated herein by reference. By submitting a bid, 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 IFB. 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 bid, 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 IFB 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 bids.

2.2 BID SUBMITTAL

Bids, 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 bid via US Postal Service	Office address of delivery by any other method (special delivery, overnight, or any other carrier)
<p style="text-align: center;"><i>BID TITLE:</i> <i>IFB #24-20-SW Yard Spotter</i></p> <p style="text-align: center;"><i>Cumberland County Purchasing Office</i> <i>Attn: Sophia Murnahan</i> <i>PO Box 1829</i> <i>Fayetteville, NC 28302</i></p>	<p style="text-align: center;"><i>BID TITLE:</i> <i>IFB #24-20-SW Yard Spotter</i></p> <p style="text-align: center;"><i>Cumberland County Purchasing Office</i> <i>Attn: Sophia Murnahan</i> <i>117 Dick Street</i> <i>4th Floor, Room 451</i> <i>Finance Department</i> <i>Fayetteville, NC 28301</i></p>

IMPORTANT NOTE: All bids shall be physically delivered to the office address listed above on or **before Friday, March 1, 2024, at 10:00 AM**, as per the clock in the Purchasing Office of the Finance Department. All risk of late arrival due to unanticipated delay—whether delivered by 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 bid to the County department specified by the specified time and date of opening. Any bid received after the bid submission deadline will be rejected.

Public bid opening will be held at **10:00 AM**, as per the clock in the Purchasing Office of the Finance Department on **Friday, March 1, 2024**, at 117 Dick Street, 4th Floor, Room 451, Fayetteville, NC 28301.

- a) Submit **one (1) signed, original executed** bid response and **one (1)** electronic copy on a flash drive.
- b) Submit your bid in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table above. Bids will be subject to rejection unless submitted with the information above included on the outside of the sealed bid package.

Bid Number: IFB #24-20-SW Yard Spotter

- c) The electronic copy of your bid must be provided on a flash drive. 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 bid addendums and/or corrections will be posted on the Cumberland County Vendor Self Service site <https://ccmunis.co.cumberland.nc.us/vss/Vendors/VBids/Default.aspx> . Vendors who submit a notice of intent to bid to CumberlandPurchasing@cumberlandcountync.gov will receive addendums by email.

2.3 BID QUESTIONS

Written questions shall be emailed to CumberlandPurchasing@cumberlandcountync.gov by **Tuesday, February 20, 2024 at 12:00 PM**. Vendors should enter **"IFB #24-20-SW Yard Spotter: Questions"** as the subject for the email. Questions will not be answered by phone. Question submittals should include a reference to the applicable IFB 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/vss/Vendors/default.aspx> and shall become an Addendum to this IFB. **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 IFB. **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 IFB or that the County determines will produce information required in order for all vendors to submit a responsible bid, 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 IFB 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 IFB, 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 IFB.

Questions, issues, or exceptions regarding any term, condition, or other component within this IFB, must be submitted as questions in accordance with the instructions in Section 2.3 BID QUESTIONS. Vendor's bid 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 IFB, 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 bid, 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 IFB. A vendor who does not comply with this provision may be disqualified from award of a contract.

!IMPORTANT INFORMATION! CONFIDENTIAL INFORMATION: The bid 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 bid 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 bid and will identify the measures that County will take to protect the confidentiality of the information. Vendor's submission of a bid after receipt of this notice from the County Finance Department 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 bid 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 invitation for bid and shall not be considered.

3.2 BID COMPLIANCE

It is in the best interest of vendors to submit bids that are clear, concise, and easily understood. Bids should provide information essential for a straightforward and concise description of vendor capabilities to satisfy the requirements of the IFB 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 IFB 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 bids should be easy to follow and all sections should be easily identified.

The specifications included in this package describe the items that the County feels are necessary to meet the performance requirements of this IFB, and shall be considered the minimum standards expected of the Bidder. 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 or 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 BID EVALUATION PROCESS

The County shall review all responses to this IFB to confirm that they meet the specifications and requirements of the IFB. 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 request additional quantities at the contracted price. The County reserves the right to reject any and all bids.

3.4 METHOD OF AWARD

IFB will be awarded based on lowest, responsive, responsible bidder method of award.

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

4.0 SCOPE OF WORK & VENDOR'S BID CONTENT REQUIREMENTS

4.1 VENDOR'S BID REQUIREMENTS

The vendor's bid must include the required information below. Failure to submit the requested information may render its bid non-responsive. **Vendors are urged and cautioned to read the notices in Section 3.1. Noncompliance with the confidentiality requirements will result in a bid being considered nonresponsive.**

A. SPECIFICATIONS

The specifications included in this package describe the items that the County feels are necessary to meet the performance requirements of this IFB, and shall be considered the minimum standards expected of the Bidder. 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. ***Where brand names are used, consider the term "or equivalent" to follow.*** If a vendor is providing a comparable item and not the exact item listed, vendor is responsible for providing literature proving comparable qualities.

The yard spotter shall be a new TICO Pro-Spotter ***or equivalent.***

Yard spotter shall include frame and equipment as follows:

- 12" x 3" Formed Structural Steel Main Frame, Reinforced to 37 lb/ft
- 116" Wheel Base
- Heavy Duty bolt on 18 Inch Bumper
- 20 Degree Rear Frame Taper for Easy Trailer Pick-up
- Rear Mud Flaps Behind Drive Axle
- Quarter Fenders and Mud-flaps Behind Steer Axle
- Holland Model 3500, 70,000 lb Fifth Wheel
- Fifth Wheel Setting - 5" Forward of C/L of Rear Axle
- Air Release Fifth Wheel with Trailer interface
- Driver Side Access to Frame
- Full Width and Height Cab Protection Bar with Integrated Trailer Stops
- Rear Light Bolt-On Plate
- Back Up Alarm
- Noise and Heat Dampening System

Yard spotter shall include front axle and equipment as follows:

- Arvin Meritor FF961 (12,000 lbs)
- 14,500 lb. Leaf Springs with Rubber Bushings
- Power Steering, Sheppard M-100
- 16" x 5" S-Cam Brakes
- Automatic Slack Adjusters
- Cast Brake Drums
- Synthetic Lube

Bid Number: IFB #24-20-SW Yard Spotter

Yard spotter shall include rear axle and equipment as follows:

- Arvin Meritor RS-24-160 30,000 lbs (7-17:1) Single Reduction Axle. Vendor has option to give an alternative bid for Double Drive Axle.
- 16.5" x 7" Q-Series S-Cam Brakes
- Automatic Slack Adjusters
- Split Brake System, Parking Brakes on Rear Brakes
- Synthetic Lube

Yard spotter shall include engine and engine equipment as follows:

- Cummins 2017-B6.7 - 200HP@2400RPM, 520lb./ft.@1500RPM
- Cummins After Treatment with SCR and DPF
- Maximum Vehicle Speed at Rated RPM 40 MPH
- Low Oil Pressure Sensor
- High Coolant Temperature Sensor
- Dual Group 31, 730 CCA Threaded Stud, Battery
- Direct Drive Fan Hub
- Wabco 18.7 CFM Air Compressor, Turbocharged
- Fleetguard Fuel/Water Separator
- Fleetguard Oil Filter
- Radiator with Integral CAC, External Transmission Oil Cooler
- Remote Surge Tank
- 4" Exhaust with Extended Turn-Out
- Vertical Exhaust Mounted *Inboard On Cab Protection Bar
- Filter-Minder Mounted At Turbo
- Heavy Duty Exhaust System Protection
- Alternator – 160 AMP

Yard spotter shall include transmission and driveline as follows:

- Allison 3000 Gen V RDS 6-Speed Forward, 1-Speed Reverse
- 1710 Series Driveline and U-Joints
- Transmission ECU Chassis Mounted
- Aluminum Flywheel Housing
- Severe Service Flywheel/Transmission Mounts
- Push Button Electronic Shifter
- Synthetic Oil/4 Year Allison Transmission Warranty

Yard spotter shall include hydraulic system and equipment as follows:

- 20 GPM Hydraulic Pump
- 5" Power Up and Down Lift Cylinders
- Single Hydraulic System for Fifth Wheel & Steering using Priority Valve
- Heavy Duty Boxed Boom with 1-1/2" side arms
- Vented 18 gal. Hydraulic Tank with Sight Glass and shut off valves
- Cable Controlled Fifth Wheel Raise and Lower

Yard spotter shall include air and trailer equipment as follows:

- Nylon Chassis Hoses

Bid Number: IFB #24-20-SW Yard Spotter

- (3) Painted Steel Air Tanks
- Manual Air Tank Drain Valves with Wet Tank Drain on Left Side Frame Rail
- Glad-Hands, Color Coded
- 15 foot Straight Rubber Air Lines
- 7 Wire Trailer Socket and Cable
- ABS standard
- 45 degree Glad Hand Bucket

Yard spotter shall include tires and wheels as follows:

- 11 x R22.5 Tubeless Front and Rear Tires (Highway Tread)
- 22.5 x 8.25 Std. Offset Hub Piloted Wheels

Yard spotter shall include fuel tank as follows:

- 65 Gallon Painted Steel Stair Tread @ Tank with Non-Skid on Steps
- Tank Mounted on Driver Side Frame Rail

Yard spotter shall include battery box as follows:

- Painted Steel Battery Box
- Rubber Matting on Top and Bottom of Battery Box Interior

Yard spotter shall include cab and equipment as follows:

- Fiberglass Composite Cab with Extended Head Room
- Sealed Front of Cab PDC with Easy Access Panels
- Dual Air-Bag Cab Suspension
- Electric/Hydraulic Cab Lift with Integral Cover
- Bolt-on Right Side Galvanized Mirror Stanchion
- Dual West Coast Mirrors 118 Inches Wide
- 3 Point Orange Seat Belt with "Komfort" Latch
- Bostrom Baja Air-Ride Vinyl Seat with Left Side Swing Up Arm Rest
- Sun Visor, Transparent
- Laminated Front Windshield
- 66" H x 27.5" W Door Opening, Dual Air-Operated Transparent Rear Doors (Poly Carbonate)
- Power (Up/Down) Driver Side Window
- Rear Window Behind Driver
- 18" Cushioned Grip Tilt Steering Wheel
- Heavy Duty Rubber Floor Mat with Sound and Heat Reduction Properties
- 49,000 BTU Fresh Air Heater with Integral Defroster
- Electric Horn
- All Steel Dash Assembly with CANBUS Electronic Gauge Clusters
- Fuse Breaker Box on Side of Dash for Easy Access
- Glove Box on Right Side of Cabin
- 2-Speed Intermittent Electric Windshield Wipers with Pantograph Style Arms
- Air Pressure Gauge Mounted on Dash
- Hour Meter Mounted on Side of Cab
- Keyed Ignition Mounted on Dash

Bid Number: IFB #24-20-SW Yard Spotter

- (1) LED Flood Light Mounted on Cab Protection Bar Facing Rearward
- (2) LED Spot Lights Mounted On Top of Cab Protection Bar
- Dash “LED” Warning Lights/Displays with Dimmer
- Speedometer
- LED Turn Signals
- ICC LED Cab Clearance Lights
- Headlights with High Beam and Tail Lights
- Fuel and DEF Gauges in Dash
- Coolant Temperature Gauge In Dash
- Oil Pressure Gauge In Dash
- Low Air Warning Buzzer
- LED Dome Light

Yard spotter shall include additional required options as follows:

- Engine Block Heater with Front Receptacle
- Full Over the Tire Flexible Rear Fender
- Front and Rear Mud Flaps
- Bolt On Tow Pins for 18" STD Bumper
- Bendix ADIP Air Dryer
- Heated Spitter Valve
- Windshield Washer System
- Dual Air Horn
- Right Side Cab Fan
- West Coast Side Mirrors, Heated
- 8" Convex Mirrors, Heated
- Fire Extinguisher, 5lbs
- USB Port, Electric Receptacle in Dash
- Heater with Integral Air Conditioning
- Coiled 7 Wire Trailer Light "Cable"
- LED Amber Strobe
- Bostrom, T915 Mid Back, Air Ride, Vinyl with Isolators

Yard spotter cab color shall be gel coat white.

Yard spotter wheels shall be white.

B. COST

Cost must be submitted using *Attachment C: Bid Cost*. Cost shall be all inclusive, to include any additional fees, installation costs, or delivery costs. **Exclude all sales tax from your bid.** If discount is available for prompt payment, identify terms so it may be considered in analyzing bid.

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 North Carolina State 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 term shall last until all obligations of the parties have been satisfied, beginning on the date of contract award (the "Effective Date").

5.6 PRICING

Bid 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 IFB.

5.7 INVOICES

- a) Invoices must be submitted to the following address:
- Cumberland County Solid Waste Management
698 Ann Street
Fayetteville, NC 28301

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

The contract formally entered into by the parties after the vendor is selected 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

Bid Number: IFB #24-20-SW Yard Spotter

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 bid herein.

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

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 IFB 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 IFB document.
2. **LATE BIDS:** Late bids, 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 bids, to waive minor informality in bids and to reject bid 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 bid 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 bid 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 IFB and in formal Addenda issued through the State's IPS and the County's Vendor Self Service website.
9. **COST FOR BID 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 bid 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 bid.
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 bid.

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

Bid Number: IFB #24-20-SW Yard Spotter

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**: Vendors 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/vss/Vendors/default.aspx>

This Space is Intentionally Left Blank

ATTACHMENT B: EXECUTION OF BID

EXECUTION

In compliance with this Invitation for Bid (IFB), 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 bid, the undersigned vendor certifies that this bid 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 bids or reject specific bids 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 bid 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 items/services specified in the IFB.

_____ This bid 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 IFB 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 IFB, 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 complete, execute/sign (E-signature or handwritten) bid prior to submittal shall render the bid 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: BID COST

Solid Waste Yard Spotter
The yard spotter shall be a new TICO Pro-Spotter <i>or equivalent</i> .
Yard spotter shall include frame and equipment as follows:
<ul style="list-style-type: none"> • 12" x 3" Formed Structural Steel Main Frame, Reinforced to 37 lb/ft • 116" Wheel Base • Heavy Duty bolt on 18 Inch Bumper • 20 Degree Rear Frame Taper for Easy Trailer Pick-up • Rear Mud Flaps Behind Drive Axle • Quarter Fenders and Mud-flaps Behind Steer Axle • Holland Model 3500, 70,000 lb Fifth Wheel • Fifth Wheel Setting - 5" Forward of C/L of Rear Axle • Air Release Fifth Wheel with Trailer interface • Driver Side Access to Frame • Full Width and Height Cab Protection Bar with Integrated Trailer Stops • Rear Light Bolt-On Plate • Back Up Alarm • Noise and Heat Dampening System
Yard spotter shall include front axle and equipment as follows:
<ul style="list-style-type: none"> • Arvin Meritor FF961 (12,000 lbs) • 14,500 lb. Leaf Springs with Rubber Bushings • Power Steering, Sheppard M-100 • 16" x 5" S-Cam Brakes • Automatic Slack Adjusters • Cast Brake Drums • Synthetic Lube
Yard spotter shall include rear axle and equipment as follows:
<ul style="list-style-type: none"> • Arvin Meritor RS-24-160 30,000 lbs (7-17:1) Single Reduction Axle. Vendor has option to give an • 16.5" x 7" Q-Series S-Cam Brakes • Automatic Slack Adjusters • Split Brake System, Parking Brakes on Rear Brakes • Synthetic Lube
Yard spotter shall include engine and engine equipment as follows:
<ul style="list-style-type: none"> • Cummins 2017-B6.7 - 200HP@2400RPM, 520lb./ft.@1500RPM • Cummins After Treatment with SCR and DPF • Maximum Vehicle Speed at Rated RPM 40 MPH • Low Oil Pressure Sensor • High Coolant Temperature Sensor • Dual Group 31, 730 CCA Threaded Stud, Battery • Direct Drive Fan Hub • Wabco 18.7 CFM Air Compressor, Turbocharged • Fleetguard Fuel/Water Separator • Fleetguard Oil Filter • Radiator with Integral CAC, External Transmission Oil Cooler • Remote Surge Tank • 4" Exhaust with Extended Turn-Out

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<ul style="list-style-type: none"> • Vertical Exhaust Mounted *Inboard On Cab Protection Bar
<ul style="list-style-type: none"> • Filter-Minder Mounted At Turbo
<ul style="list-style-type: none"> • Heavy Duty Exhaust System Protection
<ul style="list-style-type: none"> • Alternator – 160 AMP
Yard spotter shall include transmission and driveline as follows:
<ul style="list-style-type: none"> • Allison 3000 Gen V RDS 6-Speed Forward, 1-Speed Reverse
<ul style="list-style-type: none"> • 1710 Series Driveline and U-Joints
<ul style="list-style-type: none"> • Transmission ECU Chassis Mounted
<ul style="list-style-type: none"> • Aluminum Flywheel Housing
<ul style="list-style-type: none"> • Severe Service Flywheel/Transmission Mounts
<ul style="list-style-type: none"> • Push Button Electronic Shifter
<ul style="list-style-type: none"> • Synthetic Oil/4 Year Allison Transmission Warranty
Yard spotter shall include hydraulic system and equipment as follows:
<ul style="list-style-type: none"> • 20 GPM Hydraulic Pump
<ul style="list-style-type: none"> • 5” Power Up and Down Lift Cylinders
<ul style="list-style-type: none"> • Single Hydraulic System for Fifth Wheel & Steering using Priority Valve
<ul style="list-style-type: none"> • Heavy Duty Boxed Boom with 1-1/2” side arms
<ul style="list-style-type: none"> • Vented 18 gal. Hydraulic Tank with Sight Glass and shut off valves
<ul style="list-style-type: none"> • Cable Controlled Fifth Wheel Raise and Lower
Yard spotter shall include air and trailer equipment as follows:
<ul style="list-style-type: none"> • Nylon Chassis Hoses
<ul style="list-style-type: none"> • (3) Painted Steel Air Tanks
<ul style="list-style-type: none"> • Manual Air Tank Drain Valves with Wet Tank Drain on Left Side Frame Rail
<ul style="list-style-type: none"> • Glad-Hands, Color Coded
<ul style="list-style-type: none"> • 15 foot Straight Rubber Air Lines
<ul style="list-style-type: none"> • 7 Wire Trailer Socket and Cable
<ul style="list-style-type: none"> • ABS standard
<ul style="list-style-type: none"> • 45 degree Glad Hand Bucket
Yard spotter shall include tires and wheels as follows:
<ul style="list-style-type: none"> • 11 x R22.5 Tubeless Front and Rear Tires (Highway Tread)
<ul style="list-style-type: none"> • 22.5 x 8.25 Std. Offset Hub Piloted Wheels
Yard spotter shall include fuel tank as follows:
<ul style="list-style-type: none"> • 65 Gallon Painted Steel Stair Tread @ Tank with Non-Skid on Steps
<ul style="list-style-type: none"> • Tank Mounted on Driver Side Frame Rail
Yard spotter shall include battery box as follows:
<ul style="list-style-type: none"> • Painted Steel Battery Box
<ul style="list-style-type: none"> • Rubber Matting on Top and Bottom of Battery Box Interior
Yard spotter shall include cab and equipment as follows:
<ul style="list-style-type: none"> • Fiberglass Composite Cab with Extended Head Room
<ul style="list-style-type: none"> • Sealed Front of Cab PDC with Easy Access Panels
<ul style="list-style-type: none"> • Dual Air-Bag Cab Suspension
<ul style="list-style-type: none"> • Electric/Hydraulic Cab Lift with Integral Cover
<ul style="list-style-type: none"> • Bolt-on Right Side Galvanized Mirror Stanchion
<ul style="list-style-type: none"> • Dual West Coast Mirrors 118 Inches Wide
<ul style="list-style-type: none"> • 3 Point Orange Seat Belt with “Komfort” Latch
<ul style="list-style-type: none"> • Bostrom Baja Air-Ride Vinyl Seat with Left Side Swing Up Arm Rest
<ul style="list-style-type: none"> • Sun Visor, Transparent
<ul style="list-style-type: none"> • Laminated Front Windshield

• 66 " H x 27.5 " W Door Opening, Dual Air-Operated Transparent Rear Doors (Poly Carbonate)
• Power (Up/Down) Driver Side Window
• Rear Window Behind Driver
• 18" Cushioned Grip Tilt Steering Wheel
• Heavy Duty Rubber Floor Mat with Sound and Heat Reduction Properties
• 49,000 BTU Fresh Air Heater with Integral Defroster
• Electric Horn
• All Steel Dash Assembly with CANBUS Electronic Gauge Clusters
• Fuse Breaker Box on Side of Dash for Easy Access
• Glove Box on Right Side of Cabin
• 2-Speed Intermittent Electric Windshield Wipers with Pantograph Style Arms
• Air Pressure Gauge Mounted on Dash
• Hour Meter Mounted on Side of Cab
• Keyed Ignition Mounted on Dash
• (1) LED Flood Light Mounted on Cab Protection Bar Facing Rearward
• (2) LED Spot Lights Mounted On Top of Cab Protection Bar
• Dash "LED" Warning Lights/Displays with Dimmer
• Speedometer
• LED Turn Signals
• ICC LED Cab Clearance Lights
• Headlights with High Beam and Tail Lights
• Fuel and DEF Gauges in Dash
• Coolant Temperature Gauge In Dash
• Oil Pressure Gauge In Dash
• Low Air Warning Buzzer
• LED Dome Light
Yard spotter shall include additional required options as follows:
• Engine Block Heater with Front Receptacle
• Full Over the Tire Flexible Rear Fender
• Front and Rear Mud Flaps
• Bolt On Tow Pins for 18" STD Bumper
• Bendix ADIP Air Dryer
• Heated Spitter Valve
• Windshield Washer System
• Dual Air Horn
• Right Side Cab Fan
• West Coast Side Mirrors, Heated
• 8" Convex Mirrors, Heated
• Fire Extinguisher, 5lbs
• USB Port, Electric Receptacle in Dash
• Heater with Integral Air Conditioning
• Coiled 7 Wire Trailer Light "Cable"
• LED Amber Strobe
• Bostrom, T915 Mid Back, Air Ride, Vinyl with Isolators
Yard spotter cab color shall be gel coat white.
Yard spotter wheels shall be white.
Delivery \$

Bid Number: IFB #24-20-SW Yard Spotter

Additional Fees:
Total Bid: \$

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]



IFB #24-20-SW – YARD SPOTTER

Addendum I

A. Questions/Answers

(County responses and changes are in red)

A. Questions/Answers:

1. How, or in what service will this Yard Spotter be used? What type trailers will be moved?

The yard spotter will be used in a transfer station environment. The trailers are 53', 2 axle tippers.

2. Is there a delivery time requested or required?

As soon as possible.

3. The "dual air-operated rear door" is only available on TICO. Do we replace TICO standard offerings with the Autocar standard offerings?

You can replace TICO offerings with the Autocar standard offerings, as long as the Autocar qualifies as an "equivalent". If a vendor is providing a comparable item and not the exact item listed, vendor is responsible for providing literature proving comparable qualities.

4. Are there instructions for completing section C? Can we attach a costed spec sheet to complete section C?

To fill out Attachment C, fill in the Delivery Fee (if applicable), Additional Fees (if applicable), and Total Bid amount. Attachment C should be completed, but you can also attach a costed spec sheet.



Every™ Coverage.

North American Truck Coverages
For 2017 L9™, B6.7™ And V5.0™ Engines.



Every™ Confidence.

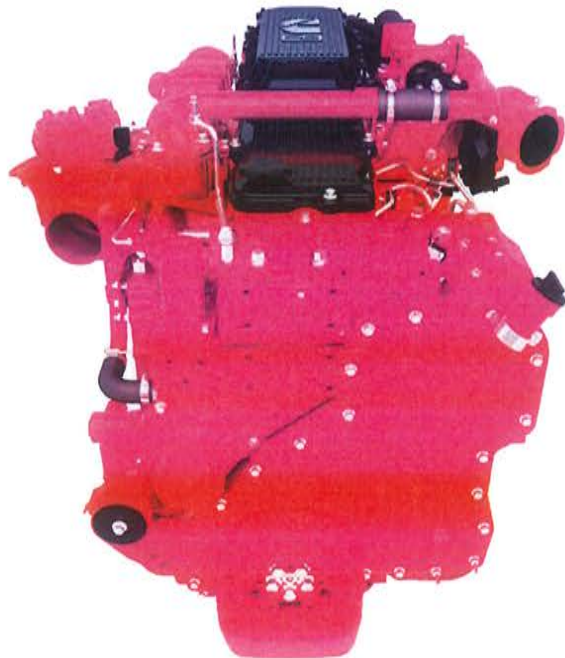
You can have confidence knowing that your Cummins 2017 engine is backed by the total coverage of Cummins Base Warranty and Extended Coverage plans.

Every major component, from the air handling to the exhaust aftertreatment* – including those in the Single Module™ aftertreatment system and Cummins Aftertreatment System – is included under the Base Warranty.

In addition to the Base Warranty, Cummins offers a selection of Extended Coverage plans that provide extra protection for your business against major unexpected repair expenses. These protection plans provide financial peace of mind, insuring you against unforeseen expenses for years to come. And they can be included in the financing of your new truck for just dollars a day.

Cummins Extended Coverage plans are honored at all authorized Cummins service locations and backed by Cummins Care. No matter where your business takes you, you've always got a Cummins-authorized service facility nearby, with over 3,500 locations in North America. So you can be assured that every contingency is covered. Best of all, those facilities will handle every bit of paperwork associated with your warranty repair.

*Does not include air cleaner, intake pipes, exhaust pipes or mounting hardware.



L9 Base Warranty.

The L9 Base Warranty is good for 2 years/250,000 miles (402,336 km), whichever occurs first, and includes virtually everything at no additional cost:

2-Year/250,000-Mile (402,336 km) Coverage

- 100 percent parts and labor on warrantable failures*
- Travel or towing when an engine is disabled by a warrantable failure (from date of delivery through the first year)
- Consumables not reusable due to covered failure
- No deductible
- Includes aftertreatment

*Warrantable failures are those due to defects in Cummins material or factory workmanship.

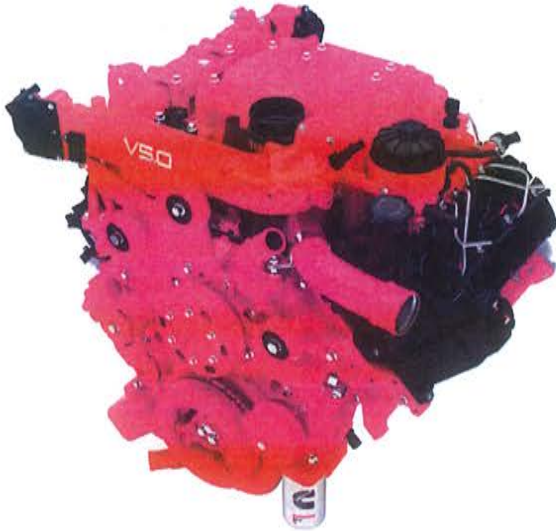
B6.7 Base Warranty.

As part of Cummins commitment to add value for our customers, we've increased the Base Warranty for the market-leading B6.7 by 50 percent in 2017, from 2 years/unlimited mileage to 3 years/unlimited mileage.

3-Year/Unlimited-Mileage Coverage

- 100 percent parts and labor on warrantable failures*
- Travel or towing when an engine is disabled by a warrantable failure (from date of delivery through the duration of the 3-year Base Warranty)
- Consumables not reusable due to covered failure
- No deductible
- Includes aftertreatment

*Warrantable failures are those due to defects in Cummins material or factory workmanship.



V5.0 Base Warranty

Base Warranty coverage on the Cummins V5.0 extends 2 years from the date of delivery to the first user, with no restrictions on mileage.

2-Year/Unlimited-Mileage Coverage

- 100 percent parts and labor on warrantable failures*
- Travel or towing when an engine is disabled by a warrantable failure (from date of delivery through the first year)
- Consumables not reusable due to covered failure
- No deductible
- Includes aftertreatment

*Warrantable failures are those due to defects in Cummins material or factory workmanship.



Extended Coverage Means Added Security.

A Cummins Protection Plan is the most important travel insurance you can buy. Not only will it protect your business from unexpected expenses, but it will also ensure that you'll always get quality Cummins parts and professional Cummins service. There are two plans to choose from for L9 and B6.7 engines.

Protection Plan 1

Security is knowing that you are protected by comprehensive coverage, with options ranging from 3 to 6 years and 100,000 to 300,000 miles (160,934-482,803 km). Mileage range options may vary by engine and length of coverage. Contact your local distributor for details on your specific engine.

- Internal components and major engine systems including the turbocharger, water pump and fuel injectors and – new for EPA/GHG 2017 – the flywheel, wiring harness, front gear housing and thermostat
- Registered parts and labor on covered failures

Protection Plan 2

Cummins Protection Plan 2 covers you against major repair costs down the road, with registered parts and labor on internal components and – new for EPA/GHG 2017 – the water pump, with your choice of long-term options from 3 to 7 years and 100,000 to 300,000 miles (160,934-482,803 km). Mileage range options may vary by engine and length of coverage. Contact your local distributor for details on your specific engine.

- Internal components, major components and major engine systems, including cooled Exhaust Gas Recirculation (EGR) major components
- Registered parts and labor on covered failures

Aftertreatment Extended Coverage*

Extended coverage is also available for your Single Module aftertreatment system or Cummins Aftertreatment System. Options range from 3 to 5 years and 100,000 to 300,000 miles (160,934-482,803 km). Mileage range options may vary by engine and length of coverage. Contact your local distributor for details on your specific engine.

The coverage includes Cummins-supplied aftertreatment components, including:

- Diesel Oxidation Catalyst (DOC), Diesel Particulate Filter (DPF) and Selective Catalytic Reduction (SCR) assemblies
- Diesel Exhaust Fluid (DEF) dosing system
- Ammonia sensor

*Protection Plan 1 EPA 2017 of equal duration is required prior to the purchase of the Aftertreatment Extended Coverage.

2017 L9 and B6.7 Extended Coverage Terms*

SCR Assembly	Aftertreatment Extended Coverage**	Protection Plan 1 Options are available up to 6 years or up to 300,000 miles (482,803 km)*	Protection Plan 2 Options are available up to 7 years or up to 300,000 miles (482,803 km)*
Decomposition Reactor			
Mid-Bed Ammonia Sensor			
DPF Assembly			
Fuel Pump			
Air Compressor			
Select Engine Sensors			
Turbo			
Fuel Injectors			
Flywheel			
Wiring Harness			
Front Gear Housing			
Thermostat			
Water Pump			
EGR Cooler, EGR Valve, EGR Mixer			
Cylinder Head Assembly			
ECM			
Pistons, Rings and Liners			
Lube Oil Cooler Assembly			
Cylinder Block Assembly			
Crankshaft Assemblies			
Front Gear Cover			
Oil Pan			
Connecting Rod Assembly			
Lube Pump Assembly			
Camshaft Assembly and Bushings			
Brake Housing, Bushings, Rocker Levers, Roller Pin, Roller, Crosshead Pin, Crosshead, Including Mounting Hardware and Gaskets			
Engine Cylinder Block Casting			
Engine Main Bearing Bolts			
Engine Cylinder Head Casting			
Engine Cylinder Head Capscrews			
Engine Crankshaft Forging			
Engine Camshaft Forging			
Cam Follower Housing			
Cam Follower Assemblies			
Engine Connecting Rods and Caps			
Engine Connecting Rod Bolts			
Intake Manifold Castings			
Rocker Lever Housings			
Rocker Lever Assembly			
Gear Train Gears			

*Terms and conditions are subject to change. Mileage range options may vary by engine and length of coverage.

**Protection Plan 1 EPA 2017 of equal duration is required prior to the purchase of the Aftertreatment Extended Coverage.



Leave Every Detail To Us.

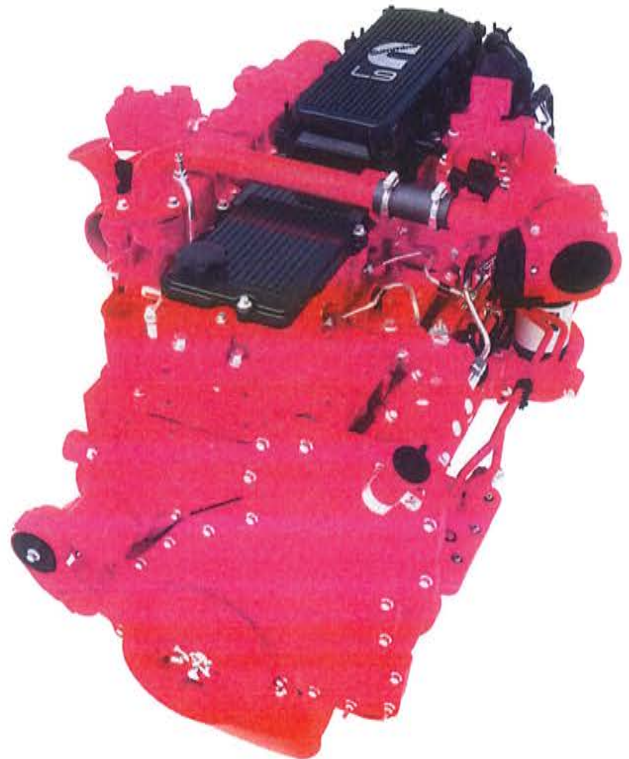
For complete coverage details, including pricing, contact your local Cummins distributor or OEM dealer.

Ordering Cummins Extended Coverage is easy. Your local Cummins distributor or dealer can handle it for you when you buy your new L9- or B6.7-powered truck, and include it in your financing, or you can buy it separately later on for up to 18 months after your engine purchase*.

If you experience a service need during the coverage period, call Cummins Care toll-free at 1-800-CUMMINS™ (1-800-286-6467). Our Cummins Care representatives are standing by, every hour of every day, and they will check with nearby authorized Cummins distributors and dealers to locate a facility with an available technician and the right diagnostic tools to handle your equipment repair. Your Cummins representative will help get you to the nearest available location – with 3,500 authorized locations, there's sure to be one close by.

Simply show the servicing distributor/dealer your Extended Coverage certificate, and he or she will handle all the necessary paperwork and repairs to get you back on the road as quickly as possible.

*After 12 months, a small administrative fee may be applied.





Cummins Inc.
Box 3005
Columbus, IN 47202-3005
U.S.A.

Phone: 1-800-CUMMINS™ (1-800-286-6467)
Internet: cumminsenines.com

[Twitter.com/CumminsEngines](https://twitter.com/CumminsEngines)
[YouTube.com/CumminsEngines](https://www.youtube.com/CumminsEngines)

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ATTACHMENT B



INVESTMENT PROPOSAL

PROPOSAL # Proposal 202402-1901

ADDITIONAL OPTIONS INCLUDED IN PRICE

Engine Block Heater with Front Receptacle Full Over the Tire Flexible Rear Fender Front and Rear Mud Flaps Bolt On Tow Pins for 18" STD Bumper Bendix ADIP Air Dryer Right Side Cab Fan 8" Convex Mirrors, Heated USB Port, Electric Receptacle in Dash Heater with Integral Air Conditioning Bostrom, T915 Mid Back, Air Ride, Vinyl with Isolators Allison 5 Year Extended Warranty West Coast Side Mirrors Heated LED Amber Strobe Light Coiled 7 Wire Trailer w/ABS 3 year/ Unlimited Hours Warranty on Cummins Engine and aftertreatment

SUBTOTAL	\$140981.40
FREIGHT	\$500
TOTAL	\$141,481.40

NOTE: Applicable freight and taxes are not included in sale price and will be added to final invoice unless otherwise stated.

We sincerely appreciate the opportunity of furnishing you these prices and trust that we shall have the pleasure of being of further service to you in the very near future. If you have any questions or comments, please do not hesitate to call me.

PHONE (919) 576-4159
EMAIL sawyer.strickland@gregpoole.com

SIGNATURE: _____

BY: Sawyer Strickland
TITLE: Account Manager

DATE: _____

BY: _____
TITLE: _____

www.gregorypoolelift.com

This proposal contains the proprietary information furnished to you by Gregory Poole Lift Systems for use solely by you & your associates. Any transmission, copying or reproduction of this information for purposes other than those expressed is a violation of our confidentiality with your company & will be viewed as such.

JN Per attached email dated 10/31/24



INVESTMENT PROPOSAL

PROPOSAL # 202308-1702 OPI0215477

ADDITIONAL OPTIONS TO CONSIDER
CIRCLE DESIRED UPGRADES

Gregory Poole

LIFT SYSTEMS

Proposal 202402-1901

March 1st, 2024

Cumberland County Solid Waste Management

698 Ann Street

Fayetteville NC 28301

Attn: Sophia Murnahan

Gregory Poole Lift Systems proposes the following equipment described in accordance with the specifications, terms and conditions outlined.

TICO ON-ROAD PRO-SPOTTER

TICO is mission driven to be the most respected provider of equipment and services in the port, terminal, distribution, logistics, and intermodal space. As a service provider, TICO partners with leading ports, terminal operators and transportation enterprises adding value in their business that is not available from others.

As a manufacturer of terminal tractors and trailers, TICO leverages our unique fleet operating and maintenance knowledge to be the one true innovator for the real world.

Pursuit of this mission requires steadfast commitment to TICO values.



TICO

TICO

One of the Largest Fleet Owners
and Operators in North America

Just Like You, We Use Pro-Spotters Every Day

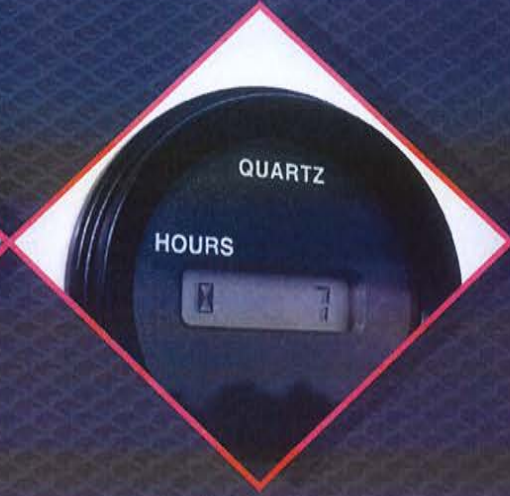
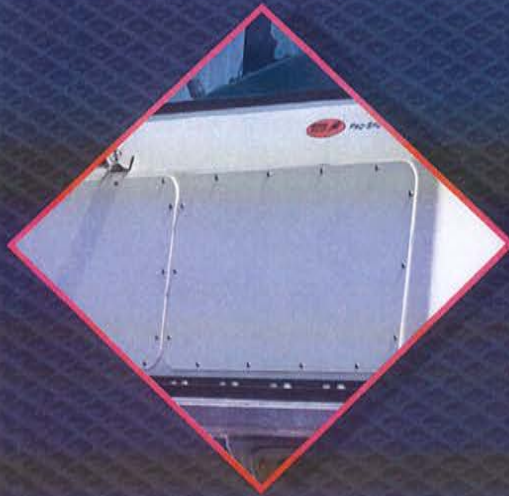
We are one of the largest fleet owners and operators in North America. As such, we understand first-hand what happens in the real world when our Pro-Spotters leave the production line. And just like you, our experience has been gained through the real world needs of the work place. The design and manufacturing of the TICO Pro-Spotter reflect this.



MAXIMUM UP-TIME

At TICO, we know your business runs 24/7 in the real world and that maximum up-time is one of the most important benefits of any tool. As the saying goes in business "Time is Money"... so our trucks are built to remain on the job for you. Our Pro-Spotters have dozens of Standard Features to keep the trucks and the products they haul moving. And we do it more cost-effectively, as our standard features are either add-on cost options or not available from our competitors.

- † **Pro-Spotters** come with the industry's strongest and best in class heavy-duty welded boxed boom with 1½ inch side arms.
- † **All metal dash** that is strong, durable and easily serviced with a swing out panel.
- † **Strongest frame** with continuous welds minimizes flexing and increases its lifetime.
- † **LED lighting** reduces maintenance due to the extended life of LED in a harsh environment.
- † **4-Point dual air bag suspension and cab stabilizer** with easy-to-maintain cab pivot bushings, keeps the cab from twisting for longer life.
- † **Cab side rub protection** made from steel is standard minimizing any damage to the cab when operating in those really tight situations.
- † **Joy-stick electronic boom controller** is much more durable than mechanical boom controls thereby reducing maintenance time and cost.
- † **Large 65 gallon step fuel tank** is standard to reduce fuel fill requirements.
- † **Shut-off valves** on the hydraulic tank eliminates having to drain the tank before performing repairs. These shut-off valves are located on the inlet and outlet ports on the inward side of the tank for protection.
- † TICO's **curb side fender** is a bolt on design to absorb impact, while protecting the cab and can be replaced with 4 bolts in case of severe impacts.
- † **Overhead wiper system** provides efficient operation while providing excellent accessibility through the access panel above the windshield.
- † **Fifth wheel release with trailer interface** does not allow the disengagement of the fifth wheel jaw locks while the trailer is moving. Disengagement can only occur while the trailer brakes are set.
- † Optional **Galvanized Package** for the ultimate in corrosion protection and, when combined with a composite cab, provides the best corrosion protection in the industry.



FAST, SIMPLE MAINTENANCE

Fast, Simple Maintenance is imperative with any equipment. Our extensive expertise in truck maintenance, where each minute the truck sits waiting for service is a major cost, has driven us to build our Pro-Spotters accordingly.

TICO Terminal Tractors are purpose built on modular platforms to make sure most systems/parts can be removed and replaced in minutes, not hours or days. We have specifically designed our terminal tractors to be maintained and repaired by real world maintenance teams, not rocket scientists (or should we say, engineers).

- ⊙ **All daily maintenance checks** can be performed standing on the ground without raising the cab.
- ⊙ **Hour meter** is mounted on the side of the cab (protected by the standard cab steel rub rails) making checking engine hours much faster.
- ⊙ **Joy-stick electronic boom controller** provides extended life and reduces time to adjust and replace compared to mechanical boom cables.
- ⊙ **Wiper motor and assemblies** are located overhead and accessible from inside the cab via a removable access panel for much faster servicing.
- ⊙ **Shut-off valves** on the hydraulic tank eliminates having to drain the tank before performing repairs. These shut-off valves are located on the inlet and outlet ports on the inward side of the tank for protection.
- ⊙ TICO's **curb side fender** is a bolt on design to absorb impact, while protecting the cab and can be replaced with 4 bolts in case of severe impacts.
- ⊙ **Air filter and filter minder** can be accessed easily from ground level without raising the cab.
- ⊙ **External radiator surge tank** can be viewed and serviced without raising the cab. All fluid checks are done from ground level without raising the cab.
- ⊙ **Cab power distribution centers (PDC)** are located inside the cab and accessible through front access panels.
- ⊙ **Heater and air-conditioning components** are easily serviced from the front of the cab via an access panel.
- ⊙ **Cab pivot bushings** can be serviced with the removal of cab parts from the front with the cab down. They are designed to absorb energy in case of frontal impact to reduce damage to the cab.
- ⊙ **5-inch lift cylinders** with a 20 GPM engine mounted pump eliminate the need for a PTO, and provides the power you need for any weight load.
- ⊙ **External trailer air manifold and electrical connections** are on the cab protection bar for easy access and servicing.

REAL WORLD ADVANTAGES

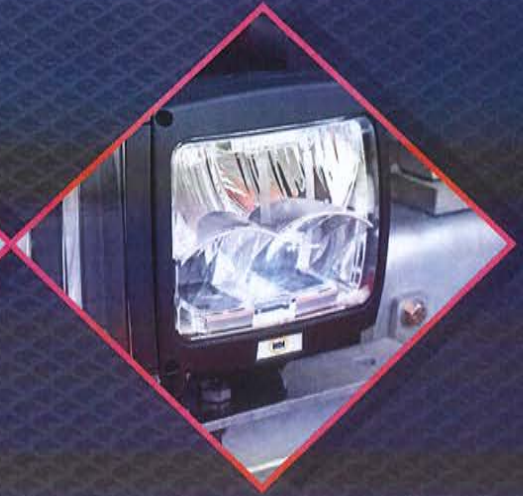
TICO Pro-Spotter terminal tractors have the real world advantages that make it the right choice. To your operations team, these are not little things — they are important features with real benefits.



DRIVER PRODUCTIVITY

DRIVER PRODUCTIVITY — it's what makes the driver more efficient, more comfortable and therefore, more productive. We achieve higher Driver Productivity by incorporating TICO Ergonomics, the study of those factors or qualities related to design. It is this study of the driver interaction with equipment in the workplace that contributes to those attributes that truly set TICO apart from the others.

- ⊕ **Automatic rear door**, which is 27 inches wide by 66¼ inch tall, provides fast and easy entry and egress via a bi-fold door activated by a dash switch. This feature increases productivity with the dozens of door operations per hour in your real world business.
- ⊕ **Power up and down driver side window** allows for fast and easy operation.
- ⊕ Optional **front and rear cameras** provide unsurpassed visibility.
- ⊕ **5-inch lift cylinders** with a 20 GPM engine mounted pump eliminate the need for a PTO and provide the power you need and lifting speed for any weight load.
- ⊕ **LED lighting** in the cabin reduces maintenance and provides excellent lighting.
- ⊕ TICO Pro-Spotter comes standard with **tilt steering** providing every size driver improved comfort.
- ⊕ Large power driver side window and curbside combination slide and **vent window** allow for excellent ventilation.
- ⊕ **Joy-stick electronic boom controller** provides extended life and easy operation compared to mechanical control cables.
- ⊕ **Fifth wheel release with trailer interface** does not allow the disengagement of the fifth wheel jaw locks while the trailer is moving. Disengagement can only occur while the trailer brakes are set.
- ⊕ **Noise, Heat and Dust abatement system** minimizes the amount of dust and heat from entering the cab.
- ⊕ **Toe guard** under the step reduces the risk of a driver tripping.
- ⊕ **All metal dash** that is strong and durable with the controls you use the most within easy reach for all driver profiles.
- ⊕ **5 inches more leg room** and a **longer seat travel** to accommodate more drivers.
- ⊕ Pro-Spotter Cabs have an ignition and several **auxiliary electrical hookups** to easily supply power for electronic devices. And, a portion of the dash is designed to hold a computer.




VALUE

Our TICO team stands behind every Pro-Spotter we build and each one is designed to help your business grow. We do this by designing and building TICO Pro-Spotters that can handle your Real World needs and provide maximum asset utilization.

Our trucks are "Purpose Built" and therefore maintain their Value through positive performance. We know what happens in the terminals, ports and on the roads, so we design and build these trucks to minimize those factors on your TICO, and to generate "low lifecycle costs" accordingly. After years of service, your TICO will maintain a higher resale Value.


- Ⓢ **Large reinforced composite cab** is strong, and corrosion proof for increased long term value.
- Ⓢ **Strongest frame** in the industry increases the life of the truck.
- Ⓢ **Bumper** is mounted 11 inches in front of the face of the cab for more protection from frontal impacts.
- Ⓢ **Cab side steel rub rail** minimizes scrapes to the sides of the cab when operating in those really tight situations.
- Ⓢ **Large 65 gallon step fuel tank** is standard requiring fewer fuel deliveries and cost while at the same time maximizing up-time. The fuel tank steps are very deep, providing easier entry and egress.
- Ⓢ **Front suspension springs** are rated at 14,500 lbs. for increased durability.
- Ⓢ **LED lighting** in the cabin for increased life.
- Ⓢ **Twenty degree pick up ramps** with 4 inch wide skid ramps result in smoother trailer pickup and reduced shock loads.
- Ⓢ **Optional Galvanized Package** provides the most comprehensive protection in the industry.
- Ⓢ **Optional LED headlights** for reduced maintenance and longer life.
- Ⓢ **20 GPM engine mounted hydraulic pump** allows for faster lifts and longer life.
- Ⓢ **Strongest boom** in the industry has continuous welds and 1½ inch side rail for increased life and strength.

COMPLETE GALVANIZED PACKAGE




TICO offers as an option a Pro-Spotter that is protected by galvanizing the major components. Galvanizing is a rust preventative process that coats steel with Zinc. The corrosion resistance properties of galvanizing are considerably greater in virtually all service conditions. Our Pro-Spotter Galvanized Option will provide extra durability to match your specific needs.

The major Galvanized components are the Frame, Cab Floor, Boom and the Cab Protection Bar. If you plan to have your TICO Pro-Spotter for a long period of time or operate in a more corrosive environment, you may want the most advanced protection — the TICO Complete Galvanized Package — for your vehicle.



TICO Tandem



When you need a TICO for those heavier loads, we also have a Tandem version of our Pro-Spotter (all the same specifications as the TICO On-Road single rear axle, except for the additional axle).

ENGINES FOR ANY REAL WORLD NEED

TICO On-Road and Off-Road

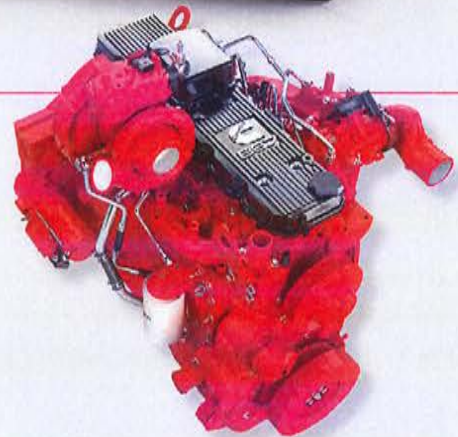
TICO manufactures an Off-Road version and an On-Road version of the Pro-Spotter terminal tractor. The On-Road version meets the requirement of being licensed for public roads and highways. ABS brakes are standard with the On-Road version, as are windshield washers and various other features (see specification sheets for more details). TICO has a Pro-Spotter to meet any Real World application.



Standard Diesel Engine

The Standard Diesel Engine for Off-Road is a Cummins QSB 2017B6.7 Tier IV Final Diesel 158 HP, 620 lb/ft Torque and for On-Road is a Cummins ISB 2017B6.7 DOT Diesel, 200 HP @ 2300 rpm.

Diesel engines have proven themselves to be dependable and fuel efficient. These rugged diesel engines are built to withstand 24/7 applications while also providing extended life.



Alternative Fuel Engines

In the ever changing fuel and emissions environment we live in, the flexibility of alternative fuel-powered engines that can be used in terminal tractors is here.

TICO provides a variety of alternative fueled engines that are naturally aspirated, specifically built and developed from the block up to be reliable and durable for any need:

- ▶ Compressed Natural Gas (CNG) Engine
- ▶ Propane (LPG) Engine
- ▶ Natural Gas (LNG) Engine
- ▶ Gasoline Engine



Pro-Spotter DOT/EPA On-Road



FRAME AND EQUIPMENT

12" x 3" Formed Structural Steel Main Frame, Reinforced to 37 lb/ft
116" Wheel Base
*Heavy Duty bolt on 18 Inch Bumper
*20 Degree Rear Frame Taper for Easy Trailer Pick-up
Rear Mud Flaps Behind Drive Axle
*Quarter Fenders and Mud-flaps Behind Steer Axle
Holland Model 3500, 70,000 lb Fifth Wheel
Fifth Wheel Setting - 5" Forward of C/L of Rear Axle
Air Release Fifth Wheel with Trailer interface
Driver Side Access to Frame
*Full Width and Height Cab Protection Bar with Integrated Trailer Stops
Rear Light Bolt-On Plate
Back Up Alarm
*Noise and Heat Dampening System

FRONT AXLE AND EQUIPMENT

Arvin Meritor FF961 (12,000 lbs)
*14,500 lb. Leaf Springs with Rubber Bushings
Power Steering, Sheppard M-100
16" x 5" S-Cam Brakes
Automatic Slack Adjusters
Cast Brake Drums
*Synthetic Lube

REAR AXLE AND EQUIPMENT

Arvin Meritor RS-24-160 30,000 lbs (7-17:1) Single Reduction Axle
16.5" x 7" Q-Series S-Cam Brakes
Automatic Slack Adjusters
Split Brake System, Parking Brakes on Rear Brakes
*Synthetic Lube

ENGINE AND ENGINE EQUIPMENT

Cummins 2017-B6.7 - 200HP@2400RPM, 520lb./ft.@1500RPM
Cummins After Treatment with SCR and DPF
Maximum Vehicle Speed at Rated RPM 40 MPH
Low Oil Pressure Sensor
High Coolant Temperature Sensor
Dual Group 31, 730 CCA Threaded Stud, Battery
Direct Drive Fan Hub
Wabco 18.7 CFM Air Compressor, Turbocharged
Fleetguard Fuel/Water Separator
Fleetguard Oil Filter
*Radiator with Integral CAC, External Transmission Oil Cooler
*Remote Surge Tank
4" Exhaust with Extended Turn-Out
Vertical Exhaust Mounted *Inboard On Cab Protection Bar
*Filter-Minder Mounted At Turbo
*Heavy Duty Exhaust System Protection
Alternator - 160 AMP

TRANSMISSION AND DRIVELINE

Allison 3000 Gen V RDS 6-Speed Forward, 1-Speed Reverse
1710 Series Driveline and U-Joints
Transmission ECU Chassis Mounted
Aluminum Flywheel Housing
Severe Service Flywheel/Transmission Mounts
Push Button Electronic Shifter
Synthetic Oil/4 Year Allison Transmission Warranty

HYDRAULIC SYSTEM AND EQUIPMENT

*20 GPM Hydraulic Pump
5" Power Up and Down Lift Cylinders
Single Hydraulic System for Fifth Wheel & Steering using Priority Valve
*Heavy Duty Boxed Boom with 1-1/2" side arms
Vented 18 gal. Hydraulic Tank with Sight Glass and shut off valves
Cable Controlled Fifth Wheel Raise and Lower

AIR AND TRAILER EQUIPMENT

Nylon Chassis Hoses
(3) Painted Steel Air Tanks
Manual Air Tank Drain Valves with Wet Tank Drain on Left Side Frame Rail
Glad-Hands, Color Coded
*15 foot Straight Rubber Air Lines
7 Wire Trailer Socket and Cable
*ABS standard
45 degree Glad Hand Bucket

TIRES AND WHEELS

11 x R22.5 Tubeless Front and Rear Tires (Highway Tread)
22.5 x 8.25 Std. Offset Hub Piloted Wheels

FUEL TANK

*65 Gallon Painted Steel Stair Tread * Tank with Non-Skid on Steps
Tank Mounted on Driver Side Frame Rail

BATTERY BOX

Painted Steel Battery Box
Rubber Matting on Top and Bottom of Battery Box Interior

CAB AND EQUIPMENT

Fiberglass Composite Cab with Extended Head Room
Sealed Front of Cab PDC with Easy Access Panels
Dual Air-Bag Cab Suspension
Electric/Hydraulic Cab Lift with Integral Cover
Bolt-on Right Side Galvanized Mirror Stanchion
Dual West Coast Mirrors 118 Inches Wide
3 Point Orange Seat Belt with "Komfort" Latch
Bostrom Baja Air-Ride Vinyl Seat with Left Side Swing Up Arm Rest
*Sun Visor, Transparent
Laminated Front Windshield
*66" H x 27.5" W Door Opening, Dual Air-Operated Transparent Rear Doors (Poly Carbonate)
Power (Up/Down) Driver Side Window
Rear Window Behind Driver
18" Cushioned Grip Tilt Steering Wheel
Heavy Duty Rubber Floor Mat with Sound and Heat Reduction Properties
49,000 BTU Fresh Air Heater with Integral Defroster
Electric Horn
All Steel Dash Assembly with CANBUS Electronic Gauge Clusters
Fuse Breaker Box on Side of Dash for Easy Access
*Glove Box on Right Side of Cabin
2-Speed Intermittent Electric Windshield Wipers with Pantograph Style Arms
Air Pressure Gauge Mounted on Dash
Hour Meter Mounted on Side of Cab
Keyed Ignition Mounted on Dash
(1) LED Flood Light Mounted on Cab Protection Bar Facing Rearward
(2) LED Spot Lights Mounted On Top of Cab Protection Bar
Dash "LED" Warning Lights/Displays with Dimmer
Speedometer
LED Turn Signals
ICC LED Cab Clearance Lights
Headlights with High Beam and Tail Lights
Fuel and DEF Gauges in Dash
Coolant Temperature Gauge In Dash
Oil Pressure Gauge In Dash
Low Air Warning Buzzer
LED Dome Light

PAINT

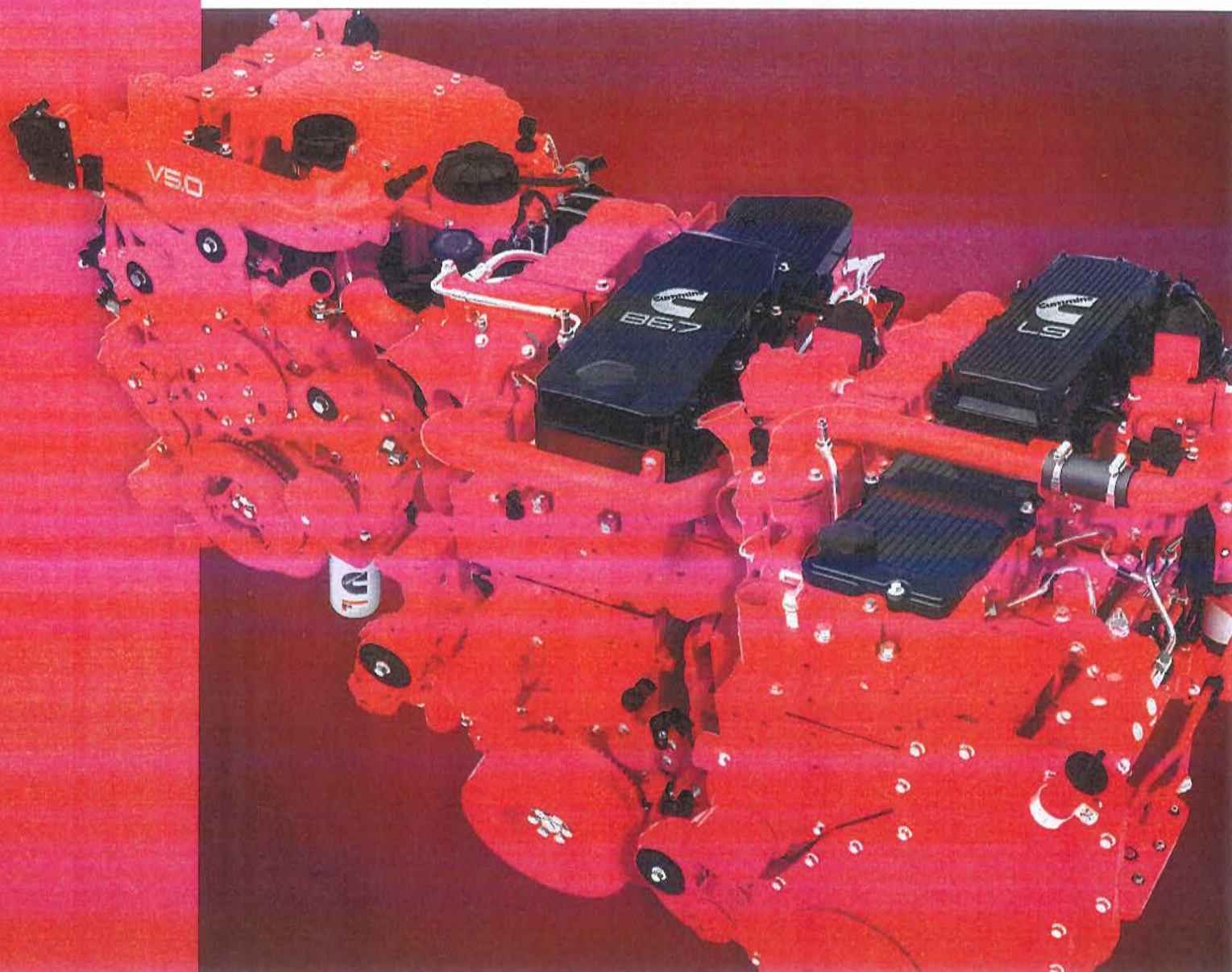
Cab Color - Gel Coat White
Wheels - White
Frame - Black with Zinc Primer

* Denotes those specifications which TICO provides as standard while other manufacturers do not offer or offer as an option.



Every™ Coverage.

North American Truck Coverages
For 2017 L9™, B6.7™ And V5.0™ Engines.



Every™ Confidence.

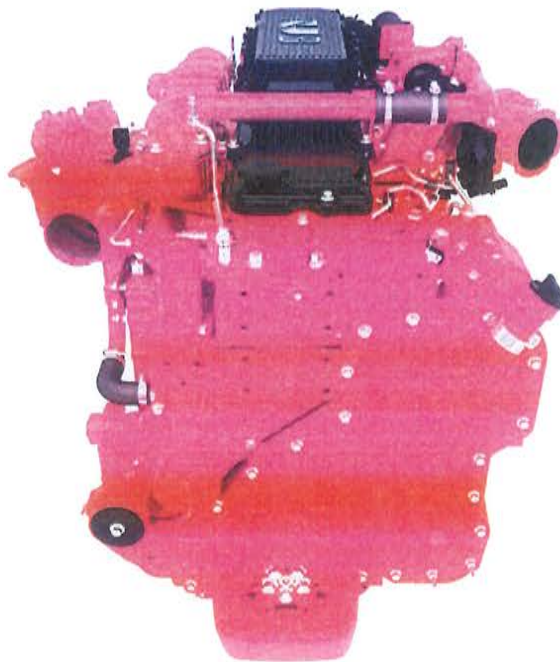
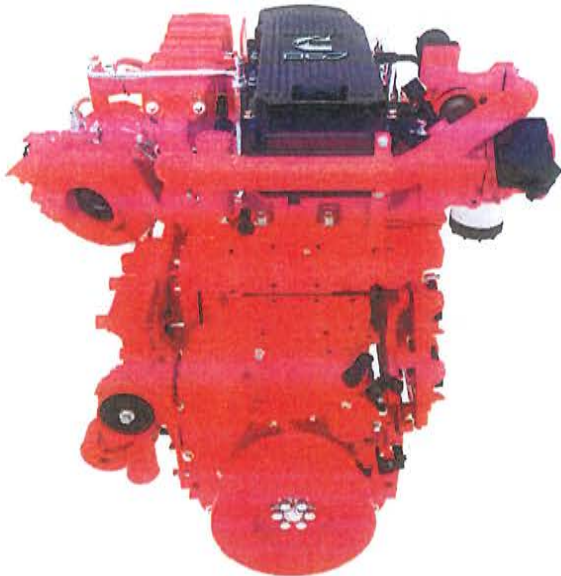
You can have confidence knowing that your Cummins 2017 engine is backed by the total coverage of Cummins Base Warranty and Extended Coverage plans.

Every major component, from the air handling to the exhaust aftertreatment* – including those in the Single Module™ aftertreatment system and Cummins Aftertreatment System – is included under the Base Warranty.

In addition to the Base Warranty, Cummins offers a selection of Extended Coverage plans that provide extra protection for your business against major unexpected repair expenses. These protection plans provide financial peace of mind, insuring you against unforeseen expenses for years to come. And they can be included in the financing of your new truck for just dollars a day.

Cummins Extended Coverage plans are honored at all authorized Cummins service locations and backed by Cummins Care. No matter where your business takes you, you've always got a Cummins-authorized service facility nearby, with over 3,500 locations in North America. So you can be assured that every contingency is covered. Best of all, those facilities will handle every bit of paperwork associated with your warranty repair.

*Does not include air cleaner, intake pipes, exhaust pipes or mounting hardware.



L9 Base Warranty.

The L9 Base Warranty is good for 2 years/250,000 miles (402,336 km), whichever occurs first, and includes virtually everything at no additional cost:

2-Year/250,000-Mile (402,336 km) Coverage

- 100 percent parts and labor on warrantable failures*
- Travel or towing when an engine is disabled by a warrantable failure (from date of delivery through the first year)
- Consumables not reusable due to covered failure
- No deductible
- Includes aftertreatment

*Warrantable failures are those due to defects in Cummins material or factory workmanship.

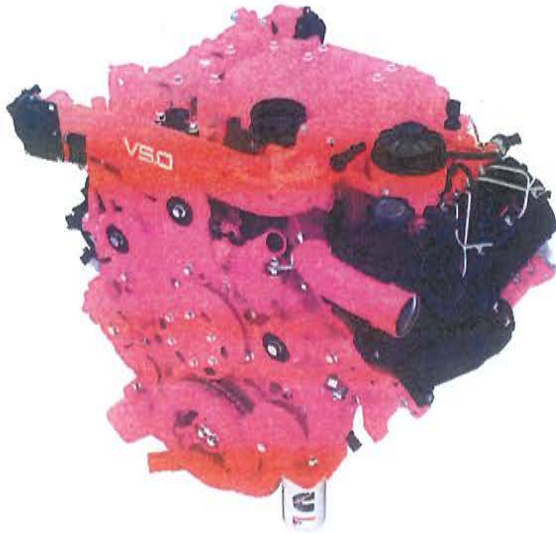
B6.7 Base Warranty.

As part of Cummins commitment to add value for our customers, we've increased the Base Warranty for the market-leading B6.7 by 50 percent in 2017, from 2 years/unlimited mileage to 3 years/unlimited mileage.

3-Year/Unlimited-Mileage Coverage

- 100 percent parts and labor on warrantable failures*
- Travel or towing when an engine is disabled by a warrantable failure (from date of delivery through the duration of the 3-year Base Warranty)
- Consumables not reusable due to covered failure
- No deductible
- Includes aftertreatment

*Warrantable failures are those due to defects in Cummins material or factory workmanship.



V5.0 Base Warranty

Base Warranty coverage on the Cummins V5.0 extends 2 years from the date of delivery to the first user, with no restrictions on mileage.

2-Year/Unlimited-Mileage Coverage

- 100 percent parts and labor on warrantable failures*
- Travel or towing when an engine is disabled by a warrantable failure (from date of delivery through the first year)
- Consumables not reusable due to covered failure
- No deductible
- Includes aftertreatment

*Warrantable failures are those due to defects in Cummins material or factory workmanship.



Extended Coverage Means Added Security.

A Cummins Protection Plan is the most important travel insurance you can buy. Not only will it protect your business from unexpected expenses, but it will also ensure that you'll always get quality Cummins parts and professional Cummins service. There are two plans to choose from for L9 and B6.7 engines.

Protection Plan 1

Security is knowing that you are protected by comprehensive coverage, with options ranging from 3 to 6 years and 100,000 to 300,000 miles (160,934-482,803 km). Mileage range options may vary by engine and length of coverage. Contact your local distributor for details on your specific engine.

- Internal components and major engine systems including the turbocharger, water pump and fuel injectors and – new for EPA/GHG 2017 – the flywheel, wiring harness, front gear housing and thermostat
- Registered parts and labor on covered failures

Protection Plan 2

Cummins Protection Plan 2 covers you against major repair costs down the road, with registered parts and labor on internal components and – new for EPA/GHG 2017 – the water pump, with your choice of long-term options from 3 to 7 years and 100,000 to 300,000 miles (160,934-482,803 km). Mileage range options may vary by engine and length of coverage. Contact your local distributor for details on your specific engine.

- Internal components, major components and major engine systems, including cooled Exhaust Gas Recirculation (EGR) major components
- Registered parts and labor on covered failures

Aftertreatment Extended Coverage*

Extended coverage is also available for your Single Module aftertreatment system or Cummins Aftertreatment System. Options range from 3 to 5 years and 100,000 to 300,000 miles (160,934-482,803 km). Mileage range options may vary by engine and length of coverage. Contact your local distributor for details on your specific engine.

The coverage includes Cummins-supplied aftertreatment components, including:

- Diesel Oxidation Catalyst (DOC), Diesel Particulate Filter (DPF) and Selective Catalytic Reduction (SCR) assemblies
- Diesel Exhaust Fluid (DEF) dosing system
- Ammonia sensor

*Protection Plan 1 EPA 2017 of equal duration is required prior to the purchase of the Aftertreatment Extended Coverage.

2017 L9 and B6.7 Extended Coverage Terms*

SCR Assembly	Aftertreatment Extended Coverage**	Protection Plan 1 Options are available up to 6 years or up to 300,000 miles (482,803 km)*	Protection Plan 2 Options are available up to 7 years or up to 300,000 miles (482,803 km)*
Decomposition Reactor			
Mid-Bed Ammonia Sensor			
DPF Assembly			
Fuel Pump			
Air Compressor			
Select Engine Sensors			
Turbo			
Fuel Injectors			
Flywheel			
Wiring Harness			
Front Gear Housing			
Thermostat			
Water Pump			
EGR Cooler, EGR Valve, EGR Mixer			
Cylinder Head Assembly			
ECM			
Pistons, Rings and Liners			
Lube Oil Cooler Assembly			
Cylinder Block Assembly			
Crankshaft Assemblies			
Front Gear Cover			
Oil Pan			
Connecting Rod Assembly			
Lube Pump Assembly			
Camshaft Assembly and Bushings			
Brake Housing, Bushings, Rocker Levers, Roller Pin, Roller, Crosshead Pin, Crosshead, Including Mounting Hardware and Gaskets			
Engine Cylinder Block Casting			
Engine Main Bearing Bolts			
Engine Cylinder Head Casting			
Engine Cylinder Head Capscrews			
Engine Crankshaft Forging			
Engine Camshaft Forging			
Cam Follower Housing			
Cam Follower Assemblies			
Engine Connecting Rods and Caps			
Engine Connecting Rod Bolts			
Intake Manifold Castings			
Rocker Lever Housings			
Rocker Lever Assembly			
Gear Train Gears			

*Terms and conditions are subject to change. Mileage range options may vary by engine and length of coverage.

**Protection Plan 1 EPA 2017 of equal duration is required prior to the purchase of the Aftertreatment Extended Coverage.



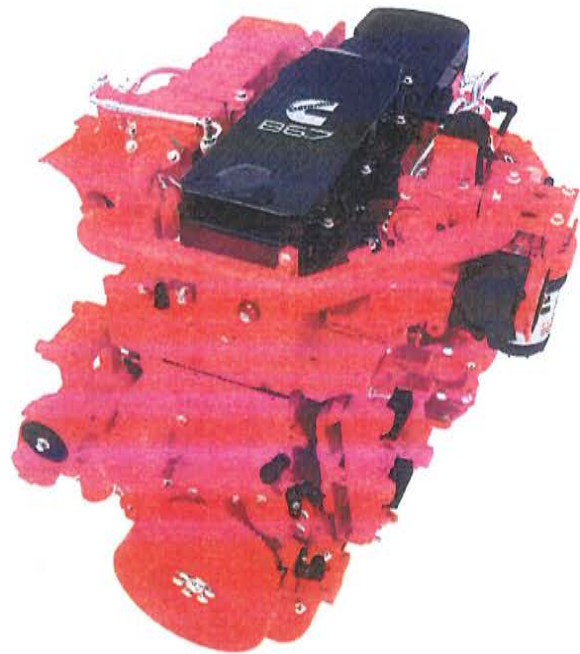
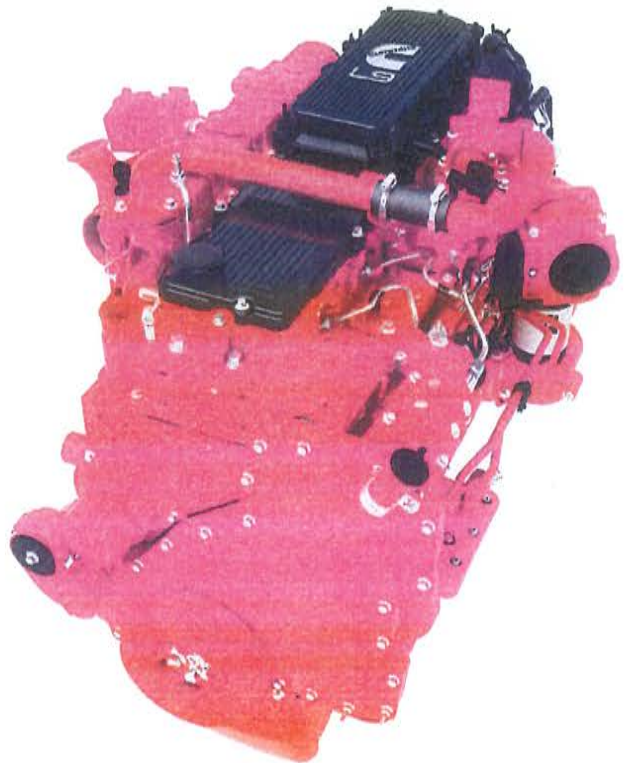
Leave Every Detail To Us.

For complete coverage details, including pricing, contact your local Cummins distributor or OEM dealer.

Ordering Cummins Extended Coverage is easy. Your local Cummins distributor or dealer can handle it for you when you buy your new L9- or B6.7-powered truck, and include it in your financing, or you can buy it separately later on for up to 18 months after your engine purchase*.

If you experience a service need during the coverage period, call Cummins Care toll-free at 1-800-CUMMINS™ (1-800-286-6467). Our Cummins Care representatives are standing by, every hour of every day, and they will check with nearby authorized Cummins distributors and dealers to locate a facility with an available technician and the right diagnostic tools to handle your equipment repair. Your Cummins representative will help get you to the nearest available location – with 3,500 authorized locations, there's sure to be one close by.

Simply show the servicing distributor/dealer your Extended Coverage certificate, and he or she will handle all the necessary paperwork and repairs to get you back on the road as quickly as possible.



*After 12 months, a small administrative fee may be applied.



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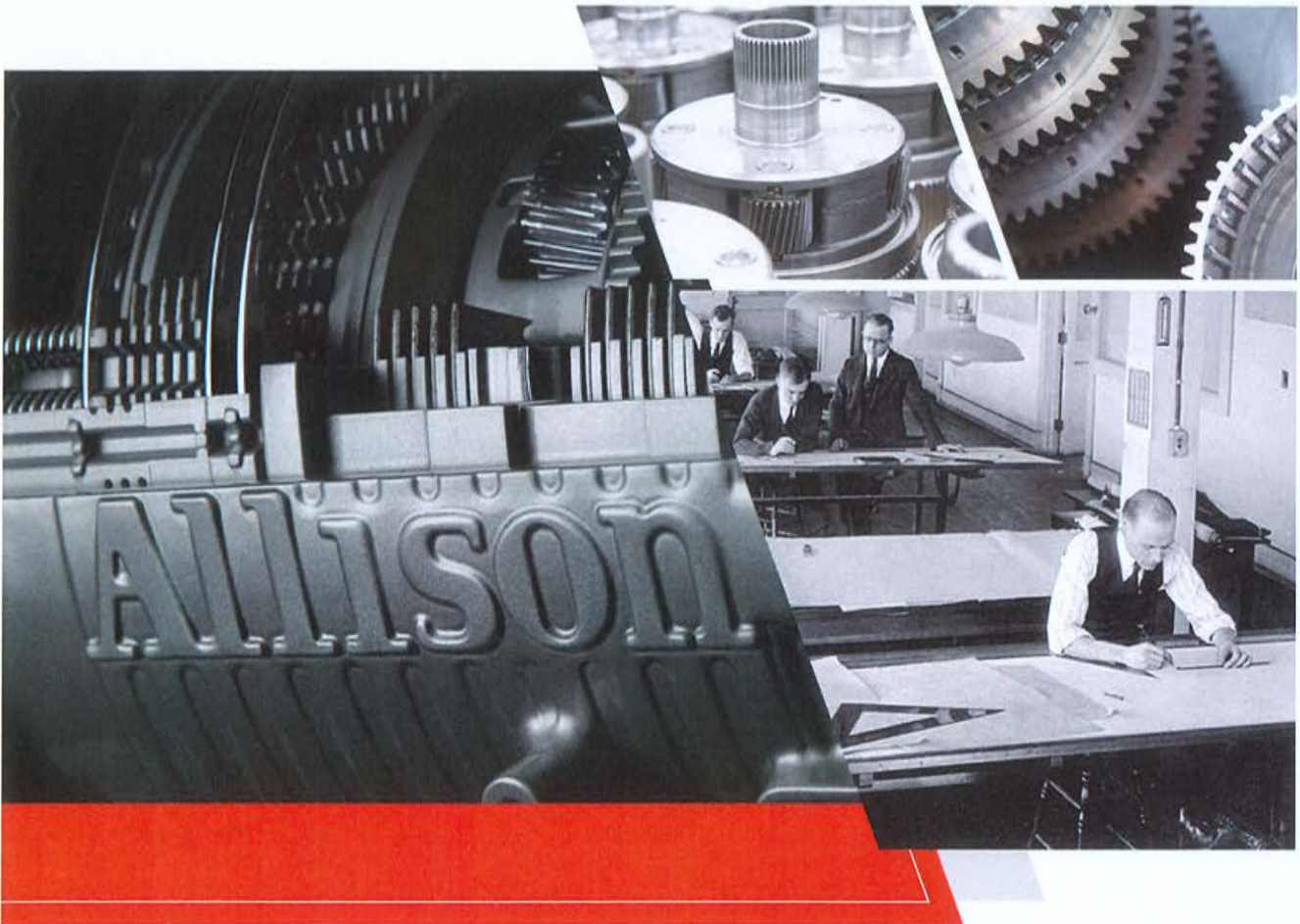
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On-Highway Vehicle Applications



WARRANTY INFORMATION

Warranty Information

2022 AUGUST

SE0100EN

Allison Transmission

For Transmissions Used in On-Highway
Applications

IMPORTANT

This booklet contains warranty information for Allison On-Highway Products. It provides the starting dates and mileage (same as vehicle delivery date and mileage) of each transmission warranty.

Keep it with the vehicle and make it available to any authorized Allison Transmission distributor or service dealer if warranty work is required.

On-Highway Products used in Off-Highway applications will carry different warranty terms and conditions. Refer to the Off-Highway warranty information booklet, publication SE0102EN.



Allison Transmission, Inc.
P.O. Box 894 Indianapolis, Indiana 46206-0894
allisontransmission.com

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INTRODUCTION

This booklet contains warranty information applicable to the transmission you have purchased. There are instances that require information located on the transmission nameplate.

Shown here is a transmission nameplate which contains a sample serial number and model number.



23800

On or After July, 2005

The nameplate is located on the right side of the transmission as viewed from the rear of the transmission.

Please visit the Allison HUB™ at <https://hub.allisontransmission.com> for service and technical information for Allison Transmission products.

To find out more information about your transmission, including vocation and model, please access the Warranty Status Check tool on the Allison HUB™. The Warranty Status Check tool is found in the "Warranty" drop-down menu on the Hub landing page. Enter the transmission serial number in the search box.



NOTE: The Warranty Status Check tool is available to check for coverage on a transmission based on serial number. Results shown are for serial numbers registered with Allison Transmission, or for transmissions registered with added Extended Transmission Coverage. Please contact your local Allison distributor for further assistance in determining warranty coverage if coverage information is not found through this tool.

LIMITED WARRANTY ON NEW ALLISON TRANSMISSIONS USED IN ON-HIGHWAY VEHICLE APPLICATIONS

TERMS OF COVERAGE

Uses

This warranty is for new Allison Transmission models used in On-highway vehicle applications and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period. Warranty terms vary depending on the vocational model and/or vehicle application as referred to in [Table 1. Vocational Model Series](#).

Repairs Covered

The warranty covers repairs or replacement, at Allison Transmission's option, to correct any unit malfunction resulting from defects in materials or workmanship occurring during the warranty period. Necessary repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances. Allison remanufactured parts and/or units may be used for the warranty repairs or replacements.

Towing

Towing is covered to the nearest Allison Authorized Distributor or Allison Authorized Dealer only when necessary to prevent further damage to your unit.

Maintenance Services

Proper maintenance and care of the unit will help achieve lower overall operating costs. Use of recommended lubricants and regular maintenance performed by competent service personnel will help avoid conditions arising from neglect which are not covered by Allison Transmission new product warranties.

The maintenance services described in the applicable Driver's Handbook, Owner's/Operator's Manual, or Owner's/Driver's Guide should be performed by an authorized Allison Transmission service outlet or any qualified service outlet at the time and/or mileage intervals stated.

Production Change

Allison Transmission reserves the right to make changes(s) in design or add improvement(s) to the products at any time without incurring any obligations

to install same on products previously purchased. Authorized service outlets reserve a similar right.

Warranty Repair Order

For the owner’s records, the authorized service outlet will provide a copy of the warranty repair order listing all warranty repairs performed.

Warranty Coverage

The warranty period for all coverages is set forth in the schedule shown in [Table 1. Vocational Model Series](#).

On-Highway Limited Warranty for New Products

Table 1. Vocational Model Series

Bus Series™

Transit bus applications require the use of the Bus Series models. (Intercity/Tour Coach, Transit Bus, Other Bus)

Applicable Models	Effective Date	Warranty Period (Whichever occurs first)		Allison Coverage	
		Standard Limited Warranty	Miles/Hours Limit	Parts	Labor
B 210, B 210 xFE™, B 210 xFE™, B 220, B 295, B 300, B 400, B 3400 xFE™	Jan. 1, 2021	2 Years	Unlimited	100%	100%
B 500 (Intercity/Tour Coach)	Jan. 1, 2021	3 Years	Unlimited	100%	100%

Emergency Vehicle Series™ (EVS)

EVS transmissions must be used in emergency vehicles. An emergency vehicle is any vehicle equipped with emergency signaling that allows the vehicle to ignore general traffic laws in emergency situations. Emergency signaling includes a siren, light bar, grill signal or portable light. (Aerial Ladder/platform Fire Truck, Aircraft Rescue and Fire-fighting Vehicle, Ambulance)

Applicable Models	Effective Date	Warranty Period (Whichever occurs first)		Allison Coverage	
		Standard Limited Warranty	Miles/Hours Limit	Parts	Labor
1000 EVS, 1350 EVS, 1700 EVS*, 1750 EVS*, 2100 EVS, 2200 EVS, 2350 EVS, 2500 EVS, 2550 EVS, 2700 EVS*, 2750 EVS*, 3000 EVS, 3500 EVS, 4000 EVS, 4500 EVS, 4700 EVS, 4800 EVS, 4850 EVS	Jan. 1, 2021	5 Years	Unlimited	100%	100%
*TES 668® or TES 295® fluid and genuine Allison filters are required for these vocations/models.					

Highway Series™ (HS)

Highway Series™ models should be selected for on-highway straight truck or tractor-trailer applications which do not require a transmission-mounted PTO. (Utility and Other, Pick-up & Delivery and Beverage)

Applicable Models	Effective Date	Warranty Period (Whichever occurs first)		Allison Coverage	
		Standard Limited Warranty	Miles/Hours Limit	Parts	Labor
1000 HS, 1000 HS xFE™, 1350 HS, 1350 HS xFE™, 2100 HS, 2100 HS xFE™, 2200 HS, 2200 HS xFE™, 2500 HS, 2500 HS xFE™, 2550 HS, 2550 HS xFE™, 3000 HS, 4000 HS, 4500 HS	Jan. 1, 2021	4 Years	Unlimited	100%	100%
1700 HS*, 1750 HS*, 2700 HS*, 2750 HS*	Jan. 1, 2021	5 Years	Unlimited	100%	100%
TC10®	Jan. 1, 2021	5 Years	750,000 Miles	100%	100%
*TES 668® or TES 295® fluid and genuine Allison filters are required for these vocations/models.					

Hybrid Bus™ Series

The H 40/50 EP™ is a fully automatic, electronically controlled, low emission propulsion system for transit buses and intercity/tour coaches. The models are the H 40 EP and the H 50 EP. Each model incorporates a drive unit, an Energy Storage System (ESS), a Dual Power Inverter Module (DPIM) and a pair of control modules that process information received from system components.

Applicable Models	Effective Date	Warranty Period (Whichever occurs first)		Allison Coverage	
		Standard Limited Warranty	Miles/Hours Limit	Parts	Labor
H 40 EP, H 50 EP	Jan. 1, 2021	2 Years	Unlimited	100%	100%
H 40 EP CertPlus, H 50 EP CertPlus	Jan. 1, 2021	5 Years	100,000 Miles	100%	100%

International Series

On-Highway transmission models intended for markets outside of North America. Approved vocations include Pick-up & Delivery, For-Hire, Utility, Beverage, Dump, Mixers, Refuse, Agriculture, Specialty, Emergency and School/Shuttle/Transit Bus.

International Series — Agriculture

Models in this series utilize PTO operation. (Farm/Agriculture Truck, Agricultural Spreader or Sprayer, Livestock Truck, Milk Tanker)

Applicable Models	Effective Date	Warranty Period (Whichever occurs first)		Allison Coverage	
		Standard Limited Warranty	Miles/Hours Limit	Parts	Labor
1000, 1350, 2100, 2200, 2500, 2550, 3000, 3200, 3500, 3700, 4000, 4430, 4440, 4500, 4700, 4800	Jan. 1, 2021	3 Years	2,500 Hours	100%	100%

International Series — Beverage, Pick-up & Delivery, For-Hire

Models in this series are selected for on-highway straight truck or tractor-trailer applications which do not require a transmission-mounted PTO. (Armored Car, Beverage Delivery, Flatbed and Tanker)

Applicable Models	Effective Date	Warranty Period (Whichever occurs first)		Allison Coverage	
		Standard Limited Warranty	Miles/Hours Limit	Parts	Labor
3000, 3000_R, 3000 xFE™, 3200, 3200 xFE™, 3500, 4000, 4430, 4500	Jan. 1, 2021	2 Years	Unlimited	100%	100%
1000, 1000 xFE™, 1350 xFE™, 2100, 2100 xFE™, 2200, 2200 xFE™, 2500, 2550 xFE™, 3000V	Jan. 1, 2021	3 Years	Unlimited	100%	100%

International Series — Dump Truck, Mixers

Models in this series are for use in Articulated Dump Trucks, Rigid Rear Dump Trucks and Concrete Mixers.

Applicable Models	Effective Date	Warranty Period (Whichever occurs first)		Allison Coverage	
		Standard Limited Warranty	Miles/Hours Limit	Parts	Labor
3000, 3200, 3000 xFE™, 3200 xFE™, 3500, 4000, 4500, 4700, 4800	Jan. 1, 2021	2 Years	Unlimited	100%	100%

International Series — Dump Truck, Mixers, Refuse Packer, Utility and Other

Models in this series are for use in Articulated Dump Trucks, Rigid Rear Dump Trucks, Concrete Mixer/Pumper, Recycling Trucks, Front/Side/Rear-Load Refuse Vehicles and Utility Trucks.

Applicable Models	Effective Date	Warranty Period (Whichever occurs first)		Allison Coverage	
		Standard Limited Warranty	Miles/Hours Limit	Parts	Labor
1000, 1000 xFE™, 1350 xFE™, 2100, 2100 xFE™, 2200, 2200 xFE™, 2500, 2550 xFE™, 3000V	Jan. 1, 2021	3 Years	Unlimited	100%	100%

International Series — Emergency

An emergency vehicle is any vehicle equipped with emergency signaling that allows the vehicle to ignore general traffic laws in emergency situations. Emergency signaling includes a siren, light bar, grill signal or portable light. (Aerial Ladder/platform Fire Truck, Aircraft Rescue and Fire-fighting Vehicle, Ambulance)

Applicable Models	Effective Date	Warranty Period (Whichever occurs first)		Allison Coverage	
		Standard Limited Warranty	Miles/ Hours Limit	Parts	Labor
3000, 3200, 3500, 3700	Jan. 1, 2021	2 Years	Unlimited	100%	100%
1000, 1350, 2100, 2200, 2500, 2550	Jan. 1, 2021	3 Years	Unlimited	100%	100%
4000, 4500, 4700, 4800	Jan. 1, 2021	5 Years	Unlimited	100%	100%

International Series — Refuse

Models in this series utilize PTO operation. (Front/Side/Rear Load Refuse Vehicle, Liquid Waste Hauler and Recycling Truck)

Applicable Models	Effective Date	Warranty Period (Whichever occurs first)		Allison Coverage	
		Standard Limited Warranty	Miles/ Hours Limit	Parts	Labor
3000, 3200, 3000 xFE™, 3200 xFE™, 3500, 4000, 4430, 4400, 4500, 4700, 4800, 3000 xFE™, 3200 xFE™	Jan. 1, 2021	2 Years	Unlimited	100%	100%

International Series — School Bus/Shuttle/Transit Bus

Models in this series include church bus, private academy bus, prison bus, work bus, airfield bus, airport shuttle, casino bus, hotel shuttle, intercity bus, rental car shuttle, retirement community shuttle, handicap shuttle, scenic tour bus, tour coach (city and cross country) and college campus bus.

Applicable Models	Effective Date	Warranty Period (Whichever occurs first)		Allison Coverage	
		Standard Limited Warranty	Miles/ Hours Limit	Parts	Labor
3000, 3000 xFE™, 3200 xFE™ (School Bus/Transit Bus)	Jan. 1, 2021	2 Years	Unlimited	100%	100%
1000, 2100, 2200, 2500 (Transit Bus)	Jan. 1, 2021	2 Years	Unlimited	100%	100%
1000, 2100, 2200, 2500 (School Bus/Shuttle)	Jan. 1, 2021	3 Years	Unlimited	100%	100%

International Series — Utility & All Others

Models in this series are selected for On-Highway straight truck or tractor-trailer applications which do not require a transmission-mounted PTO. (On-Highway Dump Truck, Street Cleaning Vehicle, Snow Removal Vehicle and Public Utility Vehicle)

Applicable Models	Effective Date	Warranty Period (Whichever occurs first)		Allison Coverage	
		Standard Limited Warranty	Miles/Hours Limit	Parts	Labor
3000, 3000_R, 3200, 3000 xFE™, 3200 xFE™, 3500, 4000, 4500, 4700, 4800	Jan. 1, 2021	2 Years	Unlimited	100%	100%

Motorhome Series™ (MH)

Motorhome Series™ models are for use in all motor home and travel coach applications, with one exception as noted below. Exception: Class 6-8 Type C motor homes require the use of a TRV (Truck Recreational Vehicle). (Motorhome, Travel Coach, Blood Mobile, Book Mobile, Medical Lab Vehicle)

Applicable Models	Effective Date	Warranty Period (Whichever occurs first)		Allison Coverage	
		Years	Miles/Hours Limit	Parts	Labor
1000 MH, 1000 MH xFE™, 1350 MH, 1350 MH xFE™, 2100 MH, 2100 MH xFE™, 2200 MH, 2200 MH xFE™, 2350 MH, 2500 MH, 2500 MH xFE™, 2550 MH, 2550 MH xFE™, 3000 MH, 4000 MH	Jan. 1, 2021	5 Years	200,000 Miles	100%	100%
1700 MH*, 1750 MH*, 2700 MH*, 2750 MH*	Jan. 1, 2021	5 Years	Unlimited	100%	100%

*TES 668® or TES 295® fluid and genuine Allison filters are required for these vocations/models.

Regional Haul Series™ (RHS)

Regional Haul Series™ model should be selected for on-highway tractor-trailer applications commonly operated in a limited regional geographical area. (Automobile transporter, beverage delivery, food distribution)

Applicable Models	Effective Date	Warranty Period (Whichever occurs first)		Allison Coverage	
		Standard Limited Warranty	Miles/Hours Limit	Parts	Labor
3414 RHS	Jan. 1, 2021	5 Years	750,000 Miles	100%	100%

Rugged Duty Series™ (RDS)

Rugged Duty Series™ models are primarily for use in the construction, services and refuse markets. Any on-highway truck that utilizes PTO operation, or any vehicle that operates in an on/off-highway application requires an RDS model. (Refuse Packer, Pick-up & Delivery and Beverage Utility and Other, Dump Trucks/Mixers)

Applicable Models	Effective Date	Warranty Period (Whichever occurs first)		Allison Coverage	
		Standard Limited Warranty	Miles/Hours Limit	Parts	Labor
1000 RDS, 1000 RDS xFE™, 1350 RDS, 1350 RDS xFE™, 2100 RDS, 2100 RDS xFE™, 2200 RDS, 2200 RDS xFE™, 2300 RDS, 2350 RDS, 2350 RDS xFE™, 2500 RDS, 2500 RDS xFE™, 2550 RDS, 2550 RDS xFE™, 3000 RDS, 3500 RDS, 4000 RDS, 4500 RDS, 4700 RDS	Jan. 1, 2021	3 Years	Unlimited	100%	100%
1700 RDS*, 1750 RDS*, 2700 RDS*, 2750 RDS*	Jan. 1, 2021	5 Years	Unlimited	100%	100%

*TES 668® or TES 295® fluid and genuine Allison filters are required for these vocations/models.

Rugged Duty Series™ (RDS) - Agriculture Applications

Typical agriculture applications include farm/agriculture truck and agricultural spreader or sprayer.

Applicable Models	Effective Date	Warranty Period (Whichever occurs first)		Allison Coverage	
		Standard Limited Warranty	Miles/Hours Limit	Parts	Labor
1000 RDS, 1000 RDS xFE™, 1350 RDS, 1350 RDS xFE™, 2100 RDS, 2100 RDS xFE™, 2200 RDS, 2200 RDS xFE™, 2300 RDS, 2350 RDS, 2350 RDS xFE™, 2500 RDS, 2500 RDS xFE™, 2550 RDS, 2550 RDS xFE™, 3000 RDS, 3500 RDS, 4000 RDS, 4500 RDS, 4700 RDS	Jan. 1, 2021	3 Years	2,500 Hours	100%	100%

School Bus (PTS)

Pupil Transportation Series™ models are for use in school bus (for both school use and nonschool use) applications which do not require a transmission-mounted PTO.

Applicable Models	Effective Date	Warranty Period (Whichever occurs first)		Allison Coverage	
		Standard Limited Warranty	Miles/Hours Limit	Parts	Labor
1000 PTS, 1000 PTS xFE™, 1350 PTS, 1350 PTS xFE™	Jan. 1, 2021	4 Years	Unlimited	100%	100%
1700 PTS*, 1750 PTS*, 2100 PTS, 2100 PTS xFE™, 2200 PTS, 2200 PTS xFE™, 2300 PTS, 2350 PTS, 2350 PTS xFE™, 2500 PTS, 2500 PTS xFE™, 2550 PTS, 2550 PTS xFE™, 2575 PTS, 2700 PTS*, 2750 PTS*, 3000 PTS	Jan. 1, 2021	5 Years	Unlimited	100%	100%

*TES 668® or TES 295® fluid and genuine Allison filters are required for these vocations/models.

Shuttle Bus (PTS)

Typical shuttle applications include church bus, private academy bus, prison bus, work bus, airfield bus, airport shuttle, casino bus, hotel shuttle, intercity bus, rental car shuttle, retirement community shuttle, handicap shuttle, scenic tour bus, tour coach (city and cross country) and college campus bus. Some PTS models are not acceptable in shuttle bus applications.

Applicable Models	Effective Date	Warranty Period (Whichever occurs first)		Allison Coverage	
		Standard Limited Warranty	Miles/Hours Limit	Parts	Labor
1000 PTS, 1000 PTS xFE™, 1350 PTS, 1350 PTS xFE™, 2300 PTS, 2350 PTS, 2350 PTS xFE™, 2500 PTS, 2500 PTS xFE™, 2550 PTS, 2550 PTS xFE™	Jan. 1, 2021	3 Years	100,000 Miles	100%	100%
2100 PTS, 2100 PTS xFE™, 2200 PTS, 2200 PTS xFE™, 3000 PTS	Jan. 1, 2021	4 Years	Unlimited	100%	100%
1700 PTS, 1750 PTS, 2700 PTS, 2750 PTS*	Jan. 1, 2021	5 Years	100,000 Miles	100%	100%

*TES 668® or TES 295® fluid and genuine Allison filters are required for these vocations/models.

Specialty Series™ (SP)

Specialty Series™ models are designed for use in military, crane carrier, and heavy equipment transporter applications. Exception: the 4430 SP is designated for commercial use only and is not acceptable in military applications. (Military Support, Tactical, Wheeled Combat, Heavy Equipment Transporter, Crane Carrier)

Applicable Models	Effective Date	Warranty Period (Whichever occurs first)		Allison Coverage	
		Standard Limited Warranty	Miles/Hours Limit	Parts	Labor
1000 SP, 1350 SP, 2100 SP, 2200 SP, 2300 SP, 2350 SP, 2500 SP, 2550 SP, 3000 SP, 3200 SP, 3500 SP, 3700 SP, 4000 SP, 4430 SP, 4500 SP, 4700 SP, 4770 SP, 4800 SP, 4870 SP, 4970 SP	Jan. 1, 2021	2 Years	Unlimited	100%	100%

Torqmatic® Series (xFE)

Torqmatic® Series is a line of fully automatic transmissions specifically designed for the unique demands of city and suburban buses and tour coaches with engine ratings up to 410 kW (550 hp). (Intercity/Tour Coach, Transit Bus, Shuttle & Other Bus)

Applicable Models	Effective Date	Warranty Period (Whichever occurs first)		Allison Coverage	
		Standard Limited Warranty	Miles/Hours Limit	Parts	Labor
T1000, T1000 xFE™, T2100, T2100 xFE™, T2200, T2200 xFE™, T180, T180 xFE™, T270, T280, T310, T325, T350, T375, T390, T3270 xFE™, T3280 xFE™, T3325 xFE™, T3375 xFE™, T425, T450, T525	Jan. 1, 2021	2 Years	Unlimited	100%	100%

Truck Recreational Vehicle Series

Truck-based Recreational models are for use with 5th wheel tow vehicles and specific types of recreational vehicles built on straight truck chassis.

Applicable Models	Effective Date	Warranty Period (Whichever occurs first)		Allison Coverage	
		Standard Limited Warranty	Miles/Hours Limit	Parts	Labor
3000 TRV, 3200 TRV, 4000 TRV	Jan. 1, 2021	5 Years	Unlimited	100%	100%

Obtaining Repairs

To obtain warranty repairs, take the vehicle to any Allison Authorized Distributor or Allison Authorized Dealer within a reasonable amount of time and request the needed repairs. Allow a reasonable amount of time for the distributor or dealer to perform necessary repairs.

Unit Removal and Reinstallation

Labor costs for removal and reinstallation of the unit, when necessary to make a warranty repair, are covered by the warranty.

Warranty Period

The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser, with the following exception:

Demonstration Service—A unit in a new truck or bus may be demonstrated to a total of 5000 miles (8000 kilometers). If the vehicle is within this limit when sold to a retail purchaser, the warranty start date is the date of purchase.

Normal warranty services are applicable to the demonstrating dealer. Should the truck or bus be sold to a retail purchaser after these limits are reached, the warranty period begins on the date the vehicle was first placed in demonstration service and the purchaser is entitled to the remaining warranty.

WARRANTY DOES NOT COVER

Damage Due To Accident, Misuse, or Alteration

Defects and damage caused as the result of any of the following are not covered:

- Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or object striking the vehicle and/or transmission
- Misuse of the vehicle and/or transmission
- Installation into unapproved applications and installations
- Alterations or modifications to the transmission or the vehicle
- Damage resulting from improper storage (refer to long-term storage procedure outlined in the applicable Allison Service Manual)
- Anything other than defects in Allison Transmission material or workmanship.
- This warranty is void on units currently used in vehicles previously titled as salvaged, scrapped, junked, or totaled.

Chassis, Body, and Components

The chassis and body company (assemblers) and other component and equipment manufacturers are solely responsible for warranties on the chassis, body, component(s), equipment and overall integration elements they provide.

Any repair caused by an alteration(s) made to the Allison unit, or the vehicle which allows the unit to be installed or operated outside of the limits defined in the applicable Allison Installation Guideline, is the sole the responsibility of the entity making the alteration(s)

Damage Caused by Lack of Maintenance or by the Use of Fluids not Recommended in the Operator's Manual

Defects and damage caused by any of the following are not covered:

- Failure to follow the maintenance schedule intervals applicable to the unit.
- Use of fluids not approved by Allison Transmission.
- Failure to maintain the fluid levels set forth in the Operator's Manual.

Maintenance

Normal maintenance (such as replacement of filters, screens, and fluid) is not covered and is the owner's responsibility.

Repairs by Unauthorized Service Outlets

Defects and damage caused by a service outlet that is not an Allison Authorized Distributor or Allison Authorized Dealer are not covered.

Use of Other Than Genuine Allison Transmission Parts

Defects and damage caused by the use of parts that are not genuine Allison Transmission parts are not covered.

Extra Expenses

Economic loss and extra expenses are not covered. Examples include but are not limited to:

- Loss of vehicle use
- Inconvenience
- Storage
- Payment for loss of time or pay
- Vehicle rental expense
- Lodging, meals, or other travel expenses

Sanctioned, Denied, Prohibited or Blocked Party Ownership

Warranty repair parts and labor costs are not reimbursed to any participating or non-participating OEMs, dealers, or distributors who perform warranty work for, or on behalf of, end users identified by the United States as being a sanctioned, denied, prohibited or blocked party or who are citizens of sanctioned or embargoed countries as defined by the U.S. Department of Treasury Office of Foreign Assets Control. Furthermore, warranty reimbursements are not guaranteed if the reimbursement would be contrary to any United States export control laws or regulations as defined by the U.S. Department of Commerce, the U.S. Department of State, or the U.S. Department of Treasury.

Other Terms Applicable to Consumers as Defined by the Magnuson-Moss Warranty Act

This warranty gives you specific legal rights and may also have other rights which vary from state to state.

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these units.



NOTE: Any implied warranty of merchantability or fitness for a particular purpose applicable to these transmissions is limited in duration to the duration of this written warranty. Performance of repairs and necessary adjustments is the exclusive remedy under this written warranty or any implied warranty. Allison Transmission shall not be liable for incidental, consequential or special damages (such as, but not limited to lost wages or vehicle rental expenses) resulting from breach of this written warranty or any implied warranty.*



NOTE: This warranty is the only warranty applicable to the Allison Transmission models listed in this booklet and is expressly in lieu of any other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with such transmissions. Allison Transmission shall not be liable for incidental, consequential or special damages resulting from breach of this warranty or any implied warranty.

Questions

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Authorized Distributor or Allison Authorized Dealer, or write to:

Allison Transmission, Inc.
Attn: Warranty Administration A01
One Allison Way
P.O. Box 894
Indianapolis, IN 46222-3271
warranty@allisontransmission.com

*Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

EXTENDED TRANSMISSION COVERAGE

ETC Eligibility

Most Allison automatic transmissions purchased at retail for use in on-highway vehicle applications are eligible for extended coverage. ETC may be purchased only within 12 months after delivery of the vehicle to the first retail purchaser.

COVERAGE REQUIREMENTS: Use of TES 668[®] or TES 295[®] Approved Fluids and Genuine Allison Filters is required. Failure to use TES 668[®] or TES 295[®] Approved Fluids and Genuine Allison Filters will result in no coverage for repair beyond Standard Limited Warranty coverage. Transmissions that are not OEM factory filled with Allison Approved TES 668[®] or TES 295[®] transmission fluid and Genuine Allison Filters must have Allison Approved TES 668[®] or TES 295[®] transmission fluid and Genuine Allison Filters installed at the time of Extended Transmission Coverage purchase. Transmissions that are not OEM factory filled with Allison Approved TES 668[®] or TES 295[®] transmission fluid, or transmissions operating with non-TES 668[®] or non-TES 295[®] fluids, must be drained and filled with Allison Approved TES 668[®] or TES 295[®] transmission fluid to achieve 100% concentration. One hundred percent concentration is not achieved until the second consecutive fluid change using Allison Approved TES 668[®] or TES 295[®] transmission fluid. The second consecutive fluid change must be achieved at the time of Extended Transmission Coverage purchase.

ETC Agreement

The ETC for Allison Transmissions extends the coverage period of the standard new product warranty and/or provides that Allison Transmission will pay up to 100 percent of parts and labor expenses for covered repairs, depending on the selected coverage.

The ETC begins at the expiration of the 100 percent parts and labor portion of the standard new product warranty or OEM-specific program coverage, if applicable, and extends to the time specified by the coverage selected. Coverage time is measured from the end of the standard warranty period or OEM-specific program coverage, if applicable.

The ETC for Allison automatic transmissions provides only for conditions resulting from any part covered by the Agreement that fails to perform due to defects in materials or workmanship. Except for the term of the service protection and/or the adjustment charge, the terms, conditions and limitations of the standard new product warranty continue to apply to the ETC coverage.

ETC Coverage

ETC may be available for purchase on your Allison Transmission. You may purchase this additional coverage from any Allison Authorized Distributor or Allison Authorized Dealer Location.

ETC Coverage Prices

The suggested retail price is established for each transmission model/vocational application.

Prices and/or coverage are subject to change without notice.

For current prices and coverage information, consult allisontransmission.com or your Allison Authorized Distributor or Allison Authorized Dealer.

CUSTOMER SERVICE & TECHNICAL INFORMATION

For Owner Assistance, see Operator's Manuals "Customer's Service" section.

Additional service literature is available that provides fully illustrated instructions for the operation, maintenance, service, overhaul and parts support of your unit.

Technical publications may also be ordered on the web by visiting the Allison Transmission publications web site at allisontransmissionpublications.com.

For more information about Allison products please visit allisontransmission.com.



A World Of Support

From our headquarters in Indianapolis, Indiana, USA, to our plants in Hungary and India, to more than 1,400 Allison Authorized Distributors and Dealers around the globe, you are never far from the products, training, service and support you demand.

Our support starts from the moment an Allison transmission is specified. We work with you to ensure that the model and ratings fit your engine to create a tailored package of powerful performance and reliable efficiency. When you need parts or service, you can count on global access to factory-trained specialists and Allison Genuine Parts™.

allisontransmission.com

One Allison Way
Indianapolis, Indiana USA 46222-3271

*Information or specifications subject to
change without notice or obligation.*

allisontransmission.com

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SOLID WASTE

INVITATION FOR BID #24-20-SW

YARD SPOTTER

Date of Issue: February 13, 2024

Questions Due Date: February 20, 2024 (Tuesday) at 12:00 PM (EST)

Bid Due Date: March 1, 2024 (Friday) at 10:00 AM (EST)

Direct all inquiries concerning this IFB to:

Sophia Murnahan

Purchasing Manager

Email: CumberlandPurchasing@cumberlandcountync.gov

Phone: 910-678-7743

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

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1.0 PURPOSE AND BACKGROUND

Cumberland County is soliciting bids on behalf of the Solid Waste Management department for a yard spotter.

2.0 BID INSTRUCTIONS & REQUIREMENTS

2.1 INVITATION FOR BID DOCUMENT

The IFB is comprised of the base IFB document, any attachments, and any addenda released before contract award. All attachments and addenda released for this IFB in advance of any contract award are incorporated herein by reference. By submitting a bid, 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 IFB. 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 bid, 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 IFB 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 bids.

2.2 BID SUBMITTAL

Bids, 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 bid
via US Postal Service**

BID TITLE:
IFB #24-20-SW Yard Spotter

Cumberland County Purchasing Office
Attn: Sophia Murnahan
PO Box 1829
Fayetteville, NC 28302

**Office address of delivery by any other method (special
delivery, overnight, or any other carrier)**

BID TITLE:
IFB #24-20-SW Yard Spotter

Cumberland County Purchasing Office
Attn: Sophia Murnahan
117 Dick Street
4th Floor, Room 451
Finance Department
Fayetteville, NC 28301

IMPORTANT NOTE: All bids shall be physically delivered to the office address listed above on or **before Friday, March 1, 2024, at 10:00 AM**, as per the clock in the Purchasing Office of the Finance Department. All risk of late arrival due to unanticipated delay—whether delivered by 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 bid to the County department specified by the specified time and date of opening. Any bid received after the bid submission deadline will be rejected.

Public bid opening will be held at **10:00 AM**, as per the clock in the Purchasing Office of the Finance Department on **Friday, March 1, 2024**, at 117 Dick Street, 4th Floor, Room 451, Fayetteville, NC 28301.

- a) Submit **one (1) signed, original executed** bid response and **one (1) electronic copy** on a flash drive.
- b) Submit your bid in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the IFB number; and (3) the due date. Address the package(s) for delivery as shown in the table above. Bids will be subject to rejection unless submitted with the information above included on the outside of the sealed bid package.

Bid Number: IFB #24-20-SW Yard Spotter

- c) The electronic copy of your bid must be provided on a flash drive. 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 bid addendums and/or corrections will be posted on the Cumberland County Vendor Self Service site <https://ccmunis.co.cumberland.nc.us/vss/Vendors/VBids/Default.aspx>. Vendors who submit a notice of intent to bid to CumberlandPurchasing@cumberlandcountync.gov will receive addendums by email.

2.3 BID QUESTIONS

Written questions shall be emailed to CumberlandPurchasing@cumberlandcountync.gov by **Tuesday, February 20, 2024 at 12:00 PM**. Vendors should enter "**IFB #24-20-SW Yard Spotter: Questions**" as the subject for the email. Questions will not be answered by phone. Question submittals should include a reference to the applicable IFB 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/vss/Vendors/default.aspx> and shall become an Addendum to this IFB. **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 IFB. **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 IFB or that the County determines will produce information required in order for all vendors to submit a responsible bid, 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 IFB 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 IFB, 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 IFB.

Questions, issues, or exceptions regarding any term, condition, or other component within this IFB, must be submitted as questions in accordance with the instructions in Section 2.3 BID QUESTIONS. Vendor's bid 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 IFB, 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 bid, 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 IFB. A vendor who does not comply with this provision may be disqualified from award of a contract.

IMPORTANT INFORMATION! CONFIDENTIAL INFORMATION: The bid 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 bid 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 bid and will identify the measures that County will take to protect the confidentiality of the information. Vendor's submission of a bid after receipt of this notice from the County Finance Department 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 bid 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 invitation for bid and shall not be considered.

3.2 BID COMPLIANCE

It is in the best interest of vendors to submit bids that are clear, concise, and easily understood. Bids should provide information essential for a straightforward and concise description of vendor capabilities to satisfy the requirements of the IFB 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 IFB 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 bids should be easy to follow and all sections should be easily identified.

The specifications included in this package describe the items that the County feels are necessary to meet the performance requirements of this IFB, and shall be considered the minimum standards expected of the Bidder. 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 or 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 BID EVALUATION PROCESS

The County shall review all responses to this IFB to confirm that they meet the specifications and requirements of the IFB. 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 request additional quantities at the contracted price. The County reserves the right to reject any and all bids.

3.4 METHOD OF AWARD

IFB will be awarded based on lowest, responsive, responsible bidder method of award.

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

4.0 SCOPE OF WORK & VENDOR'S BID CONTENT REQUIREMENTS

4.1 VENDOR'S BID REQUIREMENTS

The vendor's bid must include the required information below. Failure to submit the requested information may render its bid non-responsive. **Vendors are urged and cautioned to read the notices in Section 3.1. Noncompliance with the confidentiality requirements will result in a bid being considered nonresponsive.**

A. SPECIFICATIONS

The specifications included in this package describe the items that the County feels are necessary to meet the performance requirements of this IFB, and shall be considered the minimum standards expected of the Bidder. 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. *Where brand names are used, consider the term "or equivalent" to follow.* If a vendor is providing a comparable item and not the exact item listed, vendor is responsible for providing literature proving comparable qualities.

The yard spotter shall be a new TICO Pro-Spotter *or equivalent*.

Yard spotter shall include frame and equipment as follows:

- 12" x 3" Formed Structural Steel Main Frame, Reinforced to 37 lb/ft
- 116" Wheel Base
- Heavy Duty bolt on 18 Inch Bumper
- 20 Degree Rear Frame Taper for Easy Trailer Pick-up
- Rear Mud Flaps Behind Drive Axle
- Quarter Fenders and Mud-flaps Behind Steer Axle
- Holland Model 3500, 70,000 lb Fifth Wheel
- Fifth Wheel Setting - 5" Forward of C/L of Rear Axle
- Air Release Fifth Wheel with Trailer interface
- Driver Side Access to Frame
- Full Width and Height Cab Protection Bar with Integrated Trailer Stops
- Rear Light Bolt-On Plate
- Back Up Alarm
- Noise and Heat Dampening System

Yard spotter shall include front axle and equipment as follows:

- Arvin Meritor FF961 (12,000 lbs)
- 14,500 lb. Leaf Springs with Rubber Bushings
- Power Steering, Sheppard M-100
- 16" x 5" S-Cam Brakes
- Automatic Slack Adjusters
- Cast Brake Drums
- Synthetic Lube

Bid Number: IFB #24-20-SW Yard Spotter

Yard spotter shall include rear axle and equipment as follows:

- Arvin Meritor RS-24-160 30,000 lbs (7-17:1) Single Reduction Axle. Vendor has option to give an alternative bid for Double Drive Axle.
- 16.5" x 7" Q-Series S-Cam Brakes
- Automatic Slack Adjusters
- Split Brake System, Parking Brakes on Rear Brakes
- Synthetic Lube

Yard spotter shall include engine and engine equipment as follows:

- Cummins 2017-B6.7 - 200HP@2400RPM, 520lb./ft.@1500RPM
- Cummins After Treatment with SCR and DPF
- Maximum Vehicle Speed at Rated RPM 40 MPH
- Low Oil Pressure Sensor
- High Coolant Temperature Sensor
- Dual Group 31, 730 CCA Threaded Stud, Battery
- Direct Drive Fan Hub
- Wabco 18.7 CFM Air Compressor, Turbocharged
- Fleetguard Fuel/Water Separator
- Fleetguard Oil Filter
- Radiator with Integral CAC, External Transmission Oil Cooler
- Remote Surge Tank
- 4" Exhaust with Extended Turn-Out
- Vertical Exhaust Mounted *Inboard On Cab Protection Bar
- Filter-Minder Mounted At Turbo
- Heavy Duty Exhaust System Protection
- Alternator – 160 AMP

Yard spotter shall include transmission and driveline as follows:

- Allison 3000 Gen V RDS 6-Speed Forward, 1-Speed Reverse
- 1710 Series Driveline and U-Joints
- Transmission ECU Chassis Mounted
- Aluminum Flywheel Housing
- Severe Service Flywheel/Transmission Mounts
- Push Button Electronic Shifter
- Synthetic Oil/4 Year Allison Transmission Warranty

Yard spotter shall include hydraulic system and equipment as follows:

- 20 GPM Hydraulic Pump
- 5" Power Up and Down Lift Cylinders
- Single Hydraulic System for Fifth Wheel & Steering using Priority Valve
- Heavy Duty Boxed Boom with 1-1/2" side arms
- Vented 18 gal. Hydraulic Tank with Sight Glass and shut off valves
- Cable Controlled Fifth Wheel Raise and Lower

Yard spotter shall include air and trailer equipment as follows:

- Nylon Chassis Hoses

Bid Number: IFB #24-20-SW Yard Spotter

- (3) Painted Steel Air Tanks
- Manual Air Tank Drain Valves with Wet Tank Drain on Left Side Frame Rail
- Glad-Hands, Color Coded
- 15 foot Straight Rubber Air Lines
- 7 Wire Trailer Socket and Cable
- ABS standard
- 45 degree Glad Hand Bucket

Yard spotter shall include tires and wheels as follows:

- 11 x R22.5 Tubeless Front and Rear Tires (Highway Tread)
- 22.5 x 8.25 Std. Offset Hub Piloted Wheels

Yard spotter shall include fuel tank as follows:

- 65 Gallon Painted Steel Stair Tread ® Tank with Non-Skid on Steps
- Tank Mounted on Driver Side Frame Rail

Yard spotter shall include battery box as follows:

- Painted Steel Battery Box
- Rubber Matting on Top and Bottom of Battery Box Interior

Yard spotter shall include cab and equipment as follows:

- Fiberglass Composite Cab with Extended Head Room
- Sealed Front of Cab PDC with Easy Access Panels
- Dual Air-Bag Cab Suspension
- Electric/Hydraulic Cab Lift with Integral Cover
- Bolt-on Right Side Galvanized Mirror Stanchion
- Dual West Coast Mirrors 118 Inches Wide
- 3 Point Orange Seat Belt with "Komfort" Latch
- Bostrom Baja Air-Ride Vinyl Seat with Left Side Swing Up Arm Rest
- Sun Visor, Transparent
- Laminated Front Windshield
- 66" H x 27.5" W Door Opening, Dual Air-Operated Transparent Rear Doors (Poly Carbonate)
- Power (Up/Down) Driver Side Window
- Rear Window Behind Driver
- 18" Cushioned Grip Tilt Steering Wheel
- Heavy Duty Rubber Floor Mat with Sound and Heat Reduction Properties
- 49,000 BTU Fresh Air Heater with Integral Defroster
- Electric Horn
- All Steel Dash Assembly with CANBUS Electronic Gauge Clusters
- Fuse Breaker Box on Side of Dash for Easy Access
- Glove Box on Right Side of Cabin
- 2-Speed Intermittent Electric Windshield Wipers with Pantograph Style Arms
- Air Pressure Gauge Mounted on Dash
- Hour Meter Mounted on Side of Cab
- Keyed Ignition Mounted on Dash

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- (1) LED Flood Light Mounted on Cab Protection Bar Facing Rearward
- (2) LED Spot Lights Mounted On Top of Cab Protection Bar
- Dash "LED" Warning Lights/Displays with Dimmer
- Speedometer
- LED Turn Signals
- ICC LED Cab Clearance Lights
- Headlights with High Beam and Tail Lights
- Fuel and DEF Gauges in Dash
- Coolant Temperature Gauge In Dash
- Oil Pressure Gauge In Dash
- Low Air Warning Buzzer
- LED Dome Light

Yard spotter shall include additional required options as follows:

- Engine Block Heater with Front Receptacle
- Full Over the Tire Flexible Rear Fender
- Front and Rear Mud Flaps
- Bolt On Tow Pins for 18" STD Bumper
- Bendix ADIP Air Dryer
- Heated Spitter Valve
- Windshield Washer System
- Dual Air Horn
- Right Side Cab Fan
- West Coast Side Mirrors, Heated
- 8" Convex Mirrors, Heated
- Fire Extinguisher, 5lbs
- USB Port, Electric Receptacle in Dash
- Heater with Integral Air Conditioning
- Coiled 7 Wire Trailer Light "Cable"
- LED Amber Strobe
- Bostrom, T915 Mid Back, Air Ride, Vinyl with Isolators

Yard spotter cab color shall be gel coat white.

Yard spotter wheels shall be white.

B. COST

Cost must be submitted using *Attachment C: Bid Cost*. Cost shall be all inclusive, to include any additional fees, installation costs, or delivery costs. **Exclude all sales tax from your bid.** If discount is available for prompt payment, identify terms so it may be considered in analyzing bid.

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 North Carolina State 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 term shall last until all obligations of the parties have been satisfied, beginning on the date of contract award (the "Effective Date").

5.6 PRICING

Bid 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 IFB.

5.7 INVOICES

- a) Invoices must be submitted to the following address:
- Cumberland County Solid Waste Management
698 Ann Street
Fayetteville, NC 28301

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

The contract formally entered into by the parties after the vendor is selected 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

Bid Number: IFB #24-20-SW Yard Spotter

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 bid herein.

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

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 IFB 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 IFB document.
2. **LATE BIDS:** Late bids, 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 bids, to waive minor informality in bids and to reject bid 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 bid 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 bid 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 IFB and in formal Addenda issued through the State's IPS and the County's Vendor Self Service website.
9. **COST FOR BID 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 bid 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 bid.
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 bid.

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

Bid Number: IFB #24-20-SW Yard Spotter

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**: Vendors 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/vss/Vendors/default.aspx>

This Space is Intentionally Left Blank

ATTACHMENT B: EXECUTION OF BID

EXECUTION

In compliance with this Invitation for Bid (IFB), 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 bid, the undersigned vendor certifies that this bid 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 bids or reject specific bids 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 bid 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 items/services specified in the IFB.
- This bid 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 IFB 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 IFB, 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 complete, execute, sign, or sign-off on this document prior to award of the contract shall constitute a withdrawal of the bid and a withdrawal of the IFB.

VENDOR: <i>Greer Poole Equipment Company</i>		
STREET ADDRESS: <i>4807 Beryl Road</i>	P.O. BOX: <i>469</i>	ZIP: <i>27602</i>
CITY & COUNTY & ZIP: <i>Raleigh, Wake, 27606</i>	TELEPHONE NUMBER: <i>606-451-7278</i>	TOLL FREE TEL. NO: <i>800-451-7278</i>
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10): <i>Same as above</i>		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: <i>Corporate Counsel Jim Beck</i>	FAX NUMBER: <i>919-890-4661</i>	
VENDOR'S AUTHORIZED SIGNATURE: <i>[Signature]</i>	DATE: <i>2/20/24</i>	EMAIL: <i>jim.beck@greerpoole.com</i>

ATTACHMENT C: BID COST

Solid Waste Yard Spotter
The yard spotter shall be a new TICO Pro-Spotter <i>or equivalent</i> .
Yard spotter shall include frame and equipment as follows:
<ul style="list-style-type: none"> • 12" x 3" Formed Structural Steel Main Frame, Reinforced to 37 lb/ft • 116" Wheel Base • Heavy Duty bolt on 18 Inch Bumper • 20 Degree Rear Frame Taper for Easy Trailer Pick-up • Rear Mud Flaps Behind Drive Axle • Quarter Fenders and Mud-flaps Behind Steer Axle • Holland Model 3500, 70,000 lb Fifth Wheel • Fifth Wheel Setting - 5" Forward of C/L of Rear Axle • Air Release Fifth Wheel with Trailer interface • Driver Side Access to Frame • Full Width and Height Cab Protection Bar with Integrated Trailer Stops • Rear Light Bolt-On Plate • Back Up Alarm • Noise and Heat Dampening System
Yard spotter shall include front axle and equipment as follows:
<ul style="list-style-type: none"> • Arvin Meritor FF961 (12,000 lbs) • 14,500 lb. Leaf Springs with Rubber Bushings • Power Steering, Sheppard M-100 • 16" x 5" S-Cam Brakes • Automatic Slack Adjusters • Cast Brake Drums • Synthetic Lube
Yard spotter shall include rear axle and equipment as follows:
<ul style="list-style-type: none"> • Arvin Meritor RS-24-160 30,000 lbs (7-17:1) Single Reduction Axle. Vendor has option to give an • 16.5" x 7" Q-Series S-Cam Brakes • Automatic Slack Adjusters • Split Brake System, Parking Brakes on Rear Brakes • Synthetic Lube
Yard spotter shall include engine and engine equipment as follows:
<ul style="list-style-type: none"> • Cummins 2017-B6.7 - 200HP@2400RPM, 520lb./ft.@1500RPM • Cummins After Treatment with SCR and DPF • Maximum Vehicle Speed at Rated RPM 40 MPH • Low Oil Pressure Sensor • High Coolant Temperature Sensor • Dual Group 31, 730 CCA Threaded Stud, Battery • Direct Drive Fan Hub • Wabco 18.7 CFM Air Compressor, Turbocharged • Fleetguard Fuel/Water Separator • Fleetguard Oil Filter • Radiator with Integral CAC, External Transmission Oil Cooler • Remote Surge Tank • 4" Exhaust with Extended Turn-Out

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<ul style="list-style-type: none"> • Vertical Exhaust Mounted *Inboard On Cab Protection Bar
<ul style="list-style-type: none"> • Filter-Minder Mounted At Turbo
<ul style="list-style-type: none"> • Heavy Duty Exhaust System Protection
<ul style="list-style-type: none"> • Alternator – 160 AMP
Yard spotter shall include transmission and driveline as follows:
<ul style="list-style-type: none"> • Allison 3000 Gen V RDS 6-Speed Forward, 1-Speed Reverse
<ul style="list-style-type: none"> • 1710 Series Driveline and U-Joints
<ul style="list-style-type: none"> • Transmission ECU Chassis Mounted
<ul style="list-style-type: none"> • Aluminum Flywheel Housing
<ul style="list-style-type: none"> • Severe Service Flywheel/Transmission Mounts
<ul style="list-style-type: none"> • Push Button Electronic Shifter
<ul style="list-style-type: none"> • Synthetic Oil/4 Year Allison Transmission Warranty
Yard spotter shall include hydraulic system and equipment as follows:
<ul style="list-style-type: none"> • 20 GPM Hydraulic Pump
<ul style="list-style-type: none"> • 5" Power Up and Down Lift Cylinders
<ul style="list-style-type: none"> • Single Hydraulic System for Fifth Wheel & Steering using Priority Valve
<ul style="list-style-type: none"> • Heavy Duty Boxed Boom with 1-1/2" side arms
<ul style="list-style-type: none"> • Vented 18 gal. Hydraulic Tank with Sight Glass and shut off valves
<ul style="list-style-type: none"> • Cable Controlled Fifth Wheel Raise and Lower
Yard spotter shall include air and trailer equipment as follows:
<ul style="list-style-type: none"> • Nylon Chassis Hoses
<ul style="list-style-type: none"> • (3) Painted Steel Air Tanks
<ul style="list-style-type: none"> • Manual Air Tank Drain Valves with Wet Tank Drain on Left Side Frame Rail
<ul style="list-style-type: none"> • Glad-Hands, Color Coded
<ul style="list-style-type: none"> • 15 foot Straight Rubber Air Lines
<ul style="list-style-type: none"> • 7 Wire Trailer Socket and Cable
<ul style="list-style-type: none"> • ABS standard
<ul style="list-style-type: none"> • 45 degree Glad Hand Bucket
Yard spotter shall include tires and wheels as follows:
<ul style="list-style-type: none"> • 11 x R22.5 Tubeless Front and Rear Tires (Highway Tread)
<ul style="list-style-type: none"> • 22.5 x 8.25 Std. Offset Hub Piloted Wheels
Yard spotter shall include fuel tank as follows:
<ul style="list-style-type: none"> • 65 Gallon Painted Steel Stair Tread ® Tank with Non-Skid on Steps
<ul style="list-style-type: none"> • Tank Mounted on Driver Side Frame Rail
Yard spotter shall include battery box as follows:
<ul style="list-style-type: none"> • Painted Steel Battery Box
<ul style="list-style-type: none"> • Rubber Matting on Top and Bottom of Battery Box Interior
Yard spotter shall include cab and equipment as follows:
<ul style="list-style-type: none"> • Fiberglass Composite Cab with Extended Head Room
<ul style="list-style-type: none"> • Sealed Front of Cab PDC with Easy Access Panels
<ul style="list-style-type: none"> • Dual Air-Bag Cab Suspension
<ul style="list-style-type: none"> • Electric/Hydraulic Cab Lift with Integral Cover
<ul style="list-style-type: none"> • Bolt-on Right Side Galvanized Mirror Stanchion
<ul style="list-style-type: none"> • Dual West Coast Mirrors 118 Inches Wide
<ul style="list-style-type: none"> • 3 Point Orange Seat Belt with "Komfort" Latch
<ul style="list-style-type: none"> • Bostrom Baja Air-Ride Vinyl Seat with Left Side Swing Up Arm Rest
<ul style="list-style-type: none"> • Sun Visor, Transparent
<ul style="list-style-type: none"> • Laminated Front Windshield

Bid Number: IFB #24-20-SW Yard Spotter

• 66 " H x 27.5 " W Door Opening, Dual Air-Operated Transparent Rear Doors (Poly Carbonate)
• Power (Up/Down) Driver Side Window
• Rear Window Behind Driver
• 18" Cushioned Grip Tilt Steering Wheel
• Heavy Duty Rubber Floor Mat with Sound and Heat Reduction Properties
• 49,000 BTU Fresh Air Heater with Integral Defroster
• Electric Horn
• All Steel Dash Assembly with CANBUS Electronic Gauge Clusters
• Fuse Breaker Box on Side of Dash for Easy Access
• Glove Box on Right Side of Cabin
• 2-Speed Intermittent Electric Windshield Wipers with Pantograph Style Arms
• Air Pressure Gauge Mounted on Dash
• Hour Meter Mounted on Side of Cab
• Keyed Ignition Mounted on Dash
• (1) LED Flood Light Mounted on Cab Protection Bar Facing Rearward
• (2) LED Spot Lights Mounted On Top of Cab Protection Bar
• Dash "LED" Warning Lights/Displays with Dimmer
• Speedometer
• LED Turn Signals
• ICC LED Cab Clearance Lights
• Headlights with High Beam and Tail Lights
• Fuel and DEF Gauges in Dash
• Coolant Temperature Gauge In Dash
• Oil Pressure Gauge In Dash
• Low Air Warning Buzzer
• LED Dome Light
Yard spotter shall include additional required options as follows:
• Engine Block Heater with Front Receptacle
• Full Over the Tire Flexible Rear Fender
• Front and Rear Mud Flaps
• Bolt On Tow Pins for 18" STD Bumper
• Bendix ADIP Air Dryer
• Heated Spitter Valve
• Windshield Washer System
• Dual Air Horn
• Right Side Cab Fan
• West Coast Side Mirrors, Heated
• 8" Convex Mirrors, Heated
• Fire Extinguisher, 5lbs
• USB Port, Electric Receptacle in Dash
• Heater with Integral Air Conditioning
• Coiled 7 Wire Trailer Light "Cable"
• LED Amber Strobe
• Bostrom, T915 Mid Back, Air Ride, Vinyl with Isolators
Yard spotter cab color shall be gel coat white.
Yard spotter wheels shall be white.
Delivery \$ 500.00

Bid Number: IFB #24-20-SW Yard Spotter

Additional Fees:
Total Bid: \$ 171,481. <u>40</u>

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: Gregory Poole Equipment Company

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.

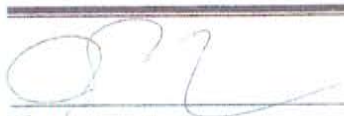
The vendor has no findings in any past litigation, or findings of noncompliance under federal or County law that may impact in any way its ability to fulfill the requirements of this Contract.

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:

Vendor is involved in various litigation but none that have any significant impact on its financial condition. Vendor does a significant volume of business in multiple states, and occasionally business disputes arise.



Signature

02/29/2024

Date

Jim Beck

Printed Name

Corporate Counsel

Title

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

ACTION AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
COURTHOUSE - ROOM 118
OCTOBER 7, 2024
9:00 AM

INVOCATION - Commissioner Michael Boose

PLEDGE OF ALLEGIANCE -

RECOGNITIONS

Recognition of County Employee Al Foote for Receiving the Order of the Long Leaf Pine Award

CUMBERLAND COUNTY EMPLOYEE, AL FOOTE RECENTLY RECEIVED THE ORDER OF THE LONG LEAF PINE FOR HIS DEVOTED SERVICE TO THE COMMUNITY. AL FOOTE HAS BEEN AN EMPLOYEE OF THE CUMBERLAND COUNTY DEPARTMENT OF SOCIAL SERVICES FOR MORE THAN 30 YEARS

Recognition of Retired Cumberland County Employee

Laverne Howard- Planning and Inspections

THE BOARD OF COMMISSIONERS RECOGNIZED RETIRED CUMBERLAND COUNTY EMPLOYEE LAVERNE HOWARD, PLANNING AND INSPECTIONS DEPARTMENT AND PRESENTED HER WITH A PLAQUE.

Recognition of the Department of Public Health Baby Store for Receiving the North Carolina GlaxoSmithKline Foundation Child Health Recognition Award

THE BOARD OF COMMISSIONERS RECOGNIZED THE DEPARTMENT OF PUBLIC HEALTH BABY STORE FOR RECEIVING THE NORTH CAROLINA GLAXOSMITHKLINE FOUNDATION CHILD HEALTH RECOGNITION AWARD

Recognition of Department of Public Health Employees for Receiving the North Carolina Public Health Association Scholarships

THE BOARD OF COMMISSIONERS RECOGNIZED DEPARTMENT OF PUBLIC HEALTH EMPLOYEES AMICHIA GAINNEY-JONES AND LEAH RHOME FOR RECEIVING THE NORTH CAROLINA PUBLIC HEALTH ASSOCIATION SCHOLARSHIPS

1. APPROVAL OF AGENDA

THE AGENDA WAS APPROVED WITH THE ADDITION OF TWO PROCLAMATIONS RECOGNIZING FIRE PREVENTION WEEK AND FIREFIGHTERS AND EMERGENCY SERVICES WORKERS MEMORIAL, IN CUMBERLAND COUNTY.

IN ITEMS OF BUSINESS, ITEM 4.A, CONSIDERATION OF DESIGN BUILD CONTRACT FOR GOVERNMENT SERVICES PARKING DECK ** RATIFYING VOTE FROM SEPTEMBER 16, 2024 MEETING WAS MOVED TO ITEM 4.C

ITEMS 4,C, CAPITAL PLANNING MODEL FOR CUMBERLAND COUNTY SCHOOLS PRESENTED BY DEC ASSOCIATES WAS MOVED TO ITEM 4.A.

2. Consent Agenda **Ratifying the Vote from the September 16, 2024 Meeting**

- A. Service Agreement with Smith Gardner, Inc. for Solid Waste Annual Water Quality Monitoring & Reporting

APPROVED

- B. Service Agreement with Smith Gardner, Inc. for Solid Waste Stormwater Compliance

APPROVED

- C. Service Agreement with Smith Gardner, Inc. for Solid Waste Borrow Area Drilling

APPROVED

- D. Service Agreement with Smith Gardner, Inc. for Stormwater Improvements for Ammonia

APPROVED

- E. Service Agreement with Smith Gardner, Inc. for Solid Waste Landfill Gas to Energy Evaluation

APPROVED

- F. Service Agreement with Smith Gardner, Inc. for Solid Waste Landfill Gas Routine Compliance Assistance

APPROVED

- G. Resolution for Funding Assistance for Overhills Water and Sewer System Regionalization Study

APPROVED

- H. Request for Qualifications (RFQ) for Engineering Services for Ann Street Transfer Station

APPROVED

- I. Resolution for Funding Assistance for the Proposed Future Cedar Creek Water and Sewer District

APPROVED

- J. Resolution for Funding Assistance for Gray's Creek Water and Sewer District

APPROVED

- K. Amendments to the Local Emergency Planning Committee Bylaws

APPROVED

- L. Policy for Leasing County-owned Property

APPROVED

- M. Approval of Declaration of Official Intent to Reimburse Expenditures

APPROVED

- N. Approval of NC Cardinal Memorandum of Agreement Between the Cumberland County Public Library and the State Library of North Carolina

APPROVED

- O. Approval of Amendment to the Fayetteville Area Metropolitan Planning Organization (FAMPO) Memorandum of Understanding(MOU)

APPROVED

- P. Approval of Capital Project Budget Ordinance Amendment B250150 for the Crown Event Center Project

APPROVED

- Q. Community Development Program Year 2023 Draft Consolidated Annual Performance and Evaluation Report (CAPER)

APPROVED

- R. Section 5311 Grant Application and Approval of Submission of the FY26 Applications for the Community Transportation Program (Sections: 5311, 5310, 5307, ROAP) Grant Funds

APPROVED

- S. Adoption of the North Central Area Land Use Plan

APPROVED

- T. Approval of Budget Ordinance Amendments for the September 16, 2024 Board of Commissioners' Agenda

APPROVED

3. CONSENT AGENDA

- Approved A. Approval of Proclamation Honoring the 555th Parachute Infantry Battalion
- Approved B. Approval of Proclamation Recognizing the Southeastern Regional 555th Parachute Infantry Association
- Approved C. Approval of Proclamation Recognizing October 2024 as Breast Cancer Awareness Month in Cumberland County
- Approved D. Approval of Proclamation Recognizing Light Up Fayetteville Pink for Breast Cancer Awareness Month
- Approved E. Approval of Proclamation Recognizing October 2024 as Global Diversity Awareness Month in Cumberland County
- Approved F. Approval of Proclamation Recognizing Diversity Month in Cumberland County
- Approved G. Approval of Proclamation Recognizing Domestic Violence Awareness Month in Cumberland County
- Approved H. Approval of ABC Board's Request to Adopt Cumberland County's Travel Policy
- Approved I. Approval of Formal Bid Award for Yard Spotter
- Approved J. Approval to Pay Prior Year Invoices
- Approved K. Approval of Budget Ordinance Amendments for the October 7, 2024 Board of Commissioners' Agenda
- L. Approval of Cumberland County Board of Commissioners Agenda Session Items
 - 1. Resolution Regarding Continued Participation in the County Health Insurance Plan by Retirees

THE BOARD OF COMMISSIONERS UNANIMOUSLY APPROVED INCORPORATING CHANGES IN THE RESOLUTION REGARDING CONTINUED PARTICIPATION IN THE COUNTY HEALTH INSURANCE PLAN BY RETIREES

4. ITEMS OF BUSINESS

- A. Capital Planning Model for Cumberland County Schools Presented by DEC Associates

THE BOARD OF COMMISSIONERS RECEIVED THE INFORMATION AND PROVIDED FEEDBACK

- B. Consideration of the Proposed Schedules, Standards, and Rules and Timeline for the 2025 Property Tax Revaluation Process

THE BOARD OF COMMISSIONERS DIRECTED THE TAX ADMINISTRATOR TO MAINTAIN A COPY OF EACH OF THE PROPOSED SCHEDULES, STANDARDS, AND RULES IN HIS OFFICE WHERE THEY SHALL REMAIN AVAILABLE FOR PUBLIC INSPECTION AND DIRECTED THE TAX ADMINISTRATOR TO PUBLISH A STATEMENT IN A NEWSPAPER HAVING GENERAL CIRCULATION IN THE COUNTY STATING:

A. THE PROPOSED SCHEDULES, STANDARDS, AND RULES TO BE USED IN APPRAISING REAL PROPERTY IN THE COUNTY THAT HAVE BEEN SUBMITTED TO THE BOARD OF COUNTY COMMISSIONERS AND ARE AVAILABLE FOR PUBLIC INSPECTION IN THE ASSESSOR'S OFFICE, LOCATED IN THE CUMBERLAND COUNTY COURTHOUSE, 117 DICK STREET, 5TH FLOOR, ROOM 570; AND

B. A PUBLIC HEARING ON THE PROPOSED SCHEDULES, STANDARDS, AND RULES SHALL BE HELD BY THE CUMBERLAND COUNTY BOARD OF COMMISSIONERS AT THEIR NEXT REGULARLY SCHEDULED MEETING ON OCTOBER 21, 2024 AT 6:45 PM.

- C. Consideration of Design-Build Contract for Government Services Parking Deck**Ratifying Vote from September 16, 2024 Meeting**

THE BOARD OF COMMISSIONERS APPROVED THE BASE CONTRACT WITH SAMET FOR PHASE 1 PRECONSTRUCTION SERVICES FOR THE GOVERNMENT SERVICES PARKING DECK PROJECT

- 5. NOMINATIONS ** There are No Nominations for This Meeting**

- 6. APPOINTMENTS

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

APPOINTED:

DR. ANDREA DICKERSON

RECESS THE BOARD OF COMMISSIONERS' MEETING

CONVENE THE GRAY'S CREEK WATER AND SEWER DISTRICT GOVERNING BOARD MEETING

- 7. GRAY'S CREEK WATER AND SEWER DISTRICT GOVERNING BOARD AND CONSENT AGENDA**Ratifying the Vote from the September 16, 2024 Meeting**

- A. Resolution for Funding Assistance for Gray's Creek Water and Sewer District

APPROVED

ADJOURN THE GRAY'S CREEK WATER AND SEWER DISTRICT GOVERNING BOARD MEETING

CONVENE THE OVERHILLS PARK WATER AND SEWER DISTRICT GOVERNING BOARD MEETING

- 8. OVERHILLS PARK WATER AND SEWER DISTRICT GOVERNING BOARD CONSENT AGENDA**Ratifying the Vote from the September 16, 2024 Meeting**

- A. Resolution for Funding Assistance for Overhills Water and Sewer System Regionalization Study

APPROVED

ADJOURN THE OVERHILLS PARK WATER AND SEWER DISTRICT GOVERNING BOARD MEETING

RECONVENE THE BOARD OF COMMISSIONERS MEETING

- 9. CLOSED SESSION

- A. Attorney Client Matter Pursuant to NCGS 143-318.11(a)(3)
- B. Real Property Acquisition Pursuant to NCGS 143-318.11(a)(5)

ADJOURN

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



FINANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF OCTOBER 7, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JESSICA HULLENDER, FINANCE ACCOUNTANT MANAGER

DATE: 9/17/2024

SUBJECT: APPROVAL OF FORMAL BID AWARD FOR YARD SPOTTER

BACKGROUND

Funds in the amount of \$141,482 were appropriated in the fiscal year 2024 Solid Waste Capital Outlay budget and re-appropriated in the fiscal year 2025 for a yard spotter. Yard spotters are designed to be versatile and customizable, and are semi-tractors designed to move full or empty cargo containers and trailers. Unlike a standard semi-truck, a yard spotter can seamlessly maneuver and position containers in tight, compact spaces. Yard spotters have a tighter turning radius, a shorter wheelbase and a solid-mounted rear axle. This design allows it to navigate close quarters deftly, resulting in more efficient operations, and the 360-degree view minimizes blind spots, providing optimal operator visibility. These vehicles use a fifth hydraulic lifting wheel. This feature lets the operator move, lower, and position the trailer without leaving the cab or activating the landing gear. This yard spotter will be used at the planned Transfer Station at the Ann Street Landfill.

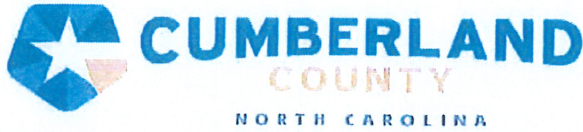
A formal bid request was issued and three bids were received. Vanguard Truck Centers was the apparent lowest bidder but did not meet all specifications of the IFB. Gregory Poole Equipment Company was the lowest responsive, responsible bidder that met all required specifications of the IFB.

RECOMMENDATION / PROPOSED ACTION

Finance and Purchasing staff recommend that the Board of Commissioners award IFB (Invitation for Bid) Number 24-20-SW to Gregory Poole Equipment Company in the amount of \$141,481.40 based on lowest responsive, responsible bidder standard of award.

ATTACHMENTS:

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



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: 9/5/2024 Department: Solid Waste

Bid Description (If additional space necessary, may attach a separate sheet): IFB #24-20-SW Yard Spotter

Amount of Bid Award (or estimated contract amount): \$141,481.40 (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: \$141,482 Original Budget (Y/N): N or Budget Revision #: #250918

Budget Line: Org. 6254606 Object Code: 577050 Project Code: 24802

Department Bid Award Recommendation (specify the vendor):

Gregory Poole Equipment Company

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.):

Three vendors responded to the bid. Vanguard Truck Centers was the lowest bidder but did not offer mandatory safety options such as a Dual Air Horn and Heavy Duty bolt on 18 Inch Bumper. The second lowest bidder was Gregory Poole Equipment Company which offered all required specifications.

Has this project (not the bid award, just the actual project or funds for the project) been reviewed by a committee? MA If so, which committee? on what date? (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 []

[Signature] Date: 9/11/2024 Finance Director (Please see question below)

[Signature] Date: 9/16/24 County Manager (Please see question below)

Should this bid be submitted to the Agenda Session? Yes [] No []

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

[Signature] Date: 9/16/24 County Purchasing Manager

FOR PURCHASING ONLY BELOW THIS LINE

SAM CHECKED [] DOA CHECKED [] IRAN CHECKED []



Financial Services
Purchasing Division

Bid Tab Summary
IFB# 24-20-SW YARD SPOTTER

Bids Due Date: March 1, 2024, at 10:00 AM

Vendor Name	Date Received	Time Received	Proposal Sealed	One (1) Signed, Original Executed Bid Response	One (1) Electronic Copy on a Flash Drive	Attachment B	Attachment C	Attachment D	Total Bid	Comments
Piedmont Truck Center, Inc.	2/16/24	10:32 AM	✓	✓	✓	✓	✓	✓	\$ 145,322.00	Responsive
Vanguard Truck Centers	2/29/24	2:23 PM	✓	✓	✓	✓	✓	✓	\$ 138,575.00	Responsive -Vendor quoted an "equivalent" and there are exceptions noted regarding some specifications.
Gregory Poole Equipment Company	3/1/24	8:35 AM	✓	✓	✓	✓	✓	✓	\$ 141,481.40	Responsive



CLERK TO THE BOARD OF COMMISSIONERS

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 16,
2024**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ANDREA TEBBE, CLERK TO THE BOARD

DATE: 12/9/2024

**SUBJECT: PROPOSED CHANGES TO THE BOARD OF COMMISSIONERS
BOARD AND COMMITTEES**

BACKGROUND

Chairman deViere has proposed the following changes to the Cumberland County Board of Commissioners Boards and Committees:

1. Separation of the Finance and Audit Committee into 2 Committees. The Finance Committee, which will focus on Budget, taxes, and finance related items. The Finance Committee will also absorb the ARP Committee.
The Audit Committee will be for annual audit as required by the State and separate from the Finance Committee.
2. Add the Policy Committee- the Policy Committee will review, analyze and recommend policy positions and changes.
3. Change the name of the Homeless Support Center Committee to the Unhoused Support Center Committee
4. Create Infrastructure Committee - Focus on Water, Broadband, Sewer and Roads. This committee will also absorb the Grays Creek and Count County Wide Water Committee

RECOMMENDATION / PROPOSED ACTION

Respectfully request approval of changes to the Boards and Committees.



PLANNING AND INSPECTIONS DEPARTMENT

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 16,
2024**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: RAWLS HOWARD, DIRECTOR OF PLANNING & INSPECTIONS

DATE: 12/5/2024

**SUBJECT: CASE # ZON-24-0027 **CASE WITHDRAWN BY APPLICANT ON 12/5/24
AFTER IT WAS PUBLICLY ADVERTISED****

BACKGROUND

ZON-24-0027: Rezoning from A1 Agricultural District to R40A Residential District or to a more restrictive zoning district for one parcel comprising 1.95 +/- acres; located at 4266 Sids Mill Rd, submitted by Larry Edwards (Owner).

RECOMMENDATION / PROPOSED ACTION

Planning Board Action: Recommend denial of the rezoning request from A1 Agricultural District to R40A Residential District at their August 20, 2024 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

Staff Recommendation: In Case ZON-24-0027, Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to R40A Residential District. Staff finds that the request is consistent with the Vander Area Land Use Plan which calls for "Rural Residential" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners wishes to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-24-0027, I move to deny the rezoning request from A1 Agricultural District to R40A Residential District and find the request is not consistent with the Vander Area Land Use Plan which calls for "Rural

Residential” at this location. The Board also finds that the request is not reasonable or in the public interest as it is not compatible to or in harmony with the surrounding land use activities and zoning.

If the Board of Commissioners does not wish to follow the recommendation of the Planning Board in this case, the following motion is appropriate:

MOTION:

In Case ZON-24-0027, I move to approve the rezoning request from A1 Agricultural District to R40A Residential District and find that the request is consistent with the Vander Area Land Use Plan which calls for “Rural Residential” at this location. The request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

ATTACHMENTS:

Description	Type
ZON-24-0027	Backup Material
Request to Withdraw Case ZON-24-0027	Backup Material



Cumberland County Joint Planning Board

SEPTEMBER 16, 2024

MEMO TO: Cumberland County Board of Commissioners

FROM: Cumberland County Joint Planning Board

SUBJECT: **ZON-24-0027:** Rezoning from A1 Agricultural District to R40A Residential District or to a more restrictive zoning district for one parcel comprising 1.95 +/- acres; located at 4266 Sids Mill Rd, submitted by Larry Edwards (Agent/Owner).

ACTION: Recommend denial of the rezoning request from A1 Agricultural District to R40A Residential District at their August 20, 2024 meeting for the reasons stated and as fully reflected in the minutes of the Planning Board Meeting which are incorporated herein by reference.

MINUTES OF AUGUST 20, 2024

Mr. Fagan presented the case information and photos.

In Case ZON-24-0027, Planning and Inspections staff recommends approval of the rezoning request from A1 Agricultural District to R40A Residential District. Staff finds that the request is consistent with the Vander Area Land Use Plan which calls for "Rural Residential" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

Mr. Lloyd inquired about the width of the power line easement.

Mr. Moon advised that they could not locate a map at the Tax Collector's office and suggested that this may be due to the easement being associated with Duke Energy. He noted that Duke Energy would be involved and contacted during the site plan review process. Mr. Moon further stated that the applicant must comply with Duke Energy's setback requirements when preparing any plat.

The Board briefly discussed the details of the rezoning request, focusing specifically on the size of the lot and the power lines located on the parcel.

Mr. Lloyd opened the public meeting.



Cumberland County Joint Planning Board

Mr. Gary Strickland, a resident living two lots away from the property, spoke in opposition to the rezoning request. He provided the Board with a map showing the alignment of the power lines across the property, as well as a copy of the easement and a letter from Duke Energy outlining their development restrictions and allowances within the easement area. Mr. Strickland also expressed uncertainty about how the property owner could accommodate septic, water, sewer, and two manufactured homes on the site without adversely affecting the surrounding properties.

The Board posed questions to Mr. Strickland regarding the location and the history of the area.

Mr. Lloyd closed the public meeting.

Mr. Mobley stated that while he understood the staff's recommendation for approval of the rezoning request, he did not believe that the proposed change would be consistent with the character of the adjoining properties.

In Case ZON-24-0027, Mr. Mobley made a motion, seconded by Mr. Walters to recommend denial of the rezoning request from A1 Agricultural District to R40A Residential District. The Board finds that the request is not consistent with the Vander Area Land Use Plan which calls for "Rural Residential" at this location. The Board also finds that the request is not reasonable and in the public interest as it is not compatible to and in harmony with the surrounding land use activities and zoning. Unanimous approval.

First Class and Record Owners' Mailed Notice Certification

A certified copy of the tax record owner(s) of the subject and adjacent properties and their tax record mailing address is contained within the case file and is incorporated by reference as if delivered herewith. The record owners' certified receipt of notice is also included.

REQUEST

Rezoning A1 to R40A

Applicant requests a rezoning from A1 Agricultural District to R40A Residential District for approximately 1.95 +/- acres located at 4266 Sids Mill Rd, as shown in Exhibit "A". The parcel contains a single dilapidated storage building on the eastern portion of the parcel. The applicant intends to subdivide to create two lots, each with a manufactured home.

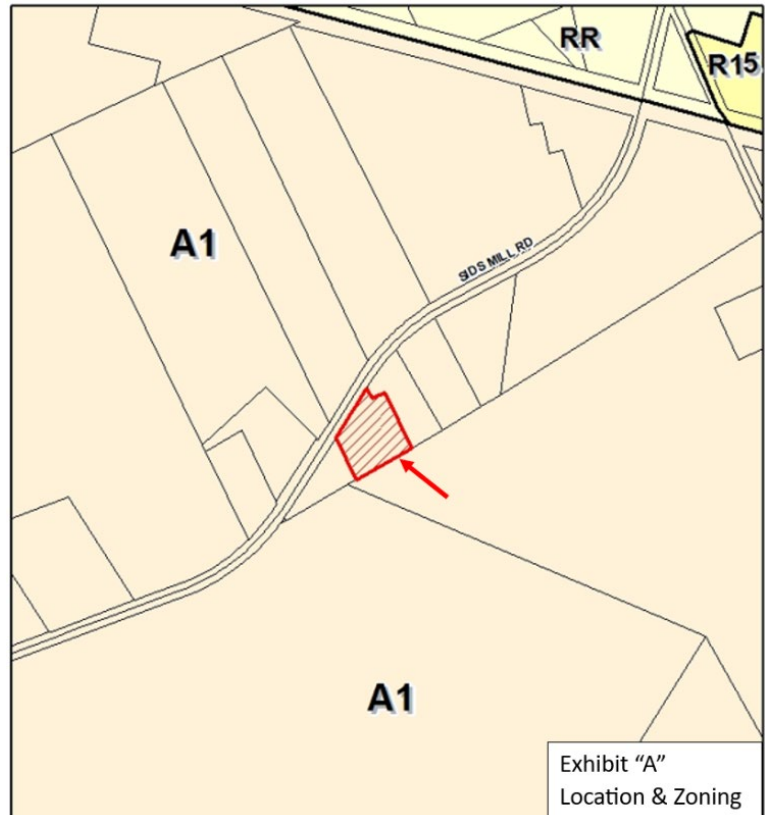
PROPERTY INFORMATION

OWNER/APPLICANT: Larry Edwards (Owner)

ADDRESS/LOCATION: Located at 4266 Sids Mill Rd, on the south side of Sids Mill Road approximately 2,300 feet south of Old Vander Road. Refer to Exhibit "A", Location and Zoning Map. REID number(s): 0466734265000.

SIZE: Parcel 0466734265000 has approximately 1.95 +/- acres and 262 feet of street frontage and is 318 feet +/- in length at its deepest point.

EXISTING ZONING: The subject property is currently zoned A1 Agricultural District. A1 Agricultural District is designed to promote and protect agricultural lands, including woodland, within the County. The general intent of the district is to permit all agricultural uses to exist free from most private urban development except for large lot, single-family development. Some public and/or semi-public uses as well as a limited list of convenient commercial uses are permitted to ensure essential services for the residents.

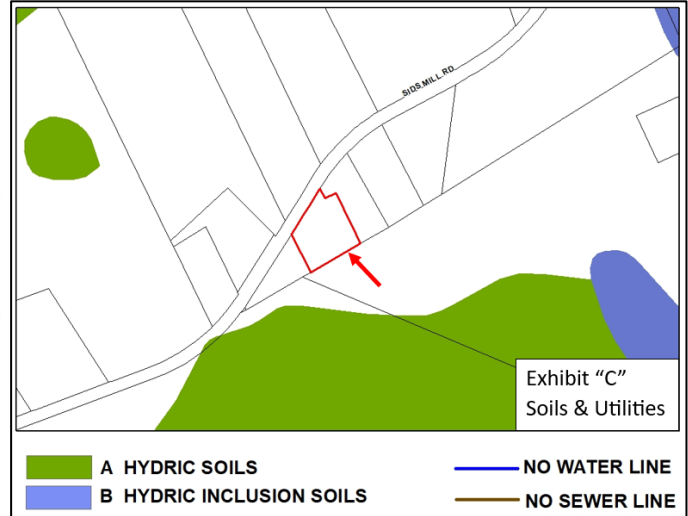


EXISTING LAND USE: The site has a dilapidated shed on the eastern side of the parcel with a portion to the south containing powerlines and the remainder being vacant.

SURROUNDING LAND USE: Exhibit "B" illustrates the following:

- **North:** Farmland and Single-family Homes
- **East:** Woodlands, Farmland, and Single-family homes
- **West:** Farmland and Single-family homes
- **South:** Woodlands

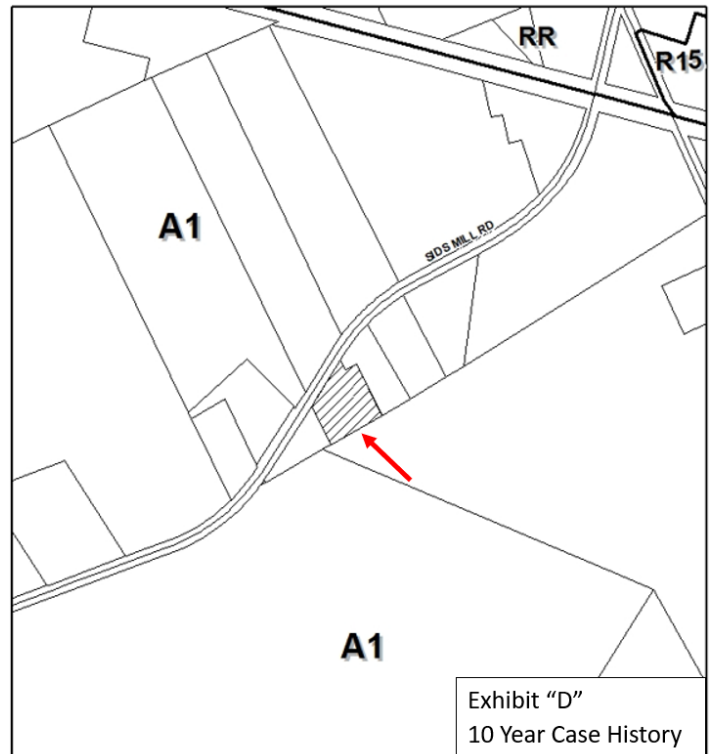
OTHER SITE CHARACTERISTICS: The site is not located in a Watershed Protection Area or within a Flood Zone Hazard Area. The subject property, as delineated in Exhibit "C", illustrates hydric or hydric inclusion soils are not present on the property.



TEN YEAR ZONE CASE HISTORY:

Exhibit "D" denotes no zoning case history occurs on in the past ten years for property near the subject site.

DEVELOPMENT REVIEW: Should the request be approved, a preliminary plan will need to be submitted for review and approval to ensure conformance with the County Subdivision and Zoning Ordinances.



DIMENSIONAL PROVISIONS FOR REQUESTED DISTRICT:

Minimum Standard	A1 (Existing Zoning)	R40A (Proposed Zoning)
Front Yard Setback	50 feet	30 feet
Side Yard Setback	20 feet	15 feet
Rear Yard Setback	50 feet	35 feet
Lot Area	2 Acres	40,000 sq. ft.
Lot Width	100'	100'

DEVELOPMENT POTENTIAL:

Existing Zoning (A1)	Proposed Zoning (R40A)
1 dwelling units	2 dwelling units

- Lot count may be rounded-up when a fraction occurs. When any requirement of this ordinance results in a fraction of a unit, a fraction of one-half or more shall be considered a whole unit, and a fraction of less than one-half shall be disregarded.

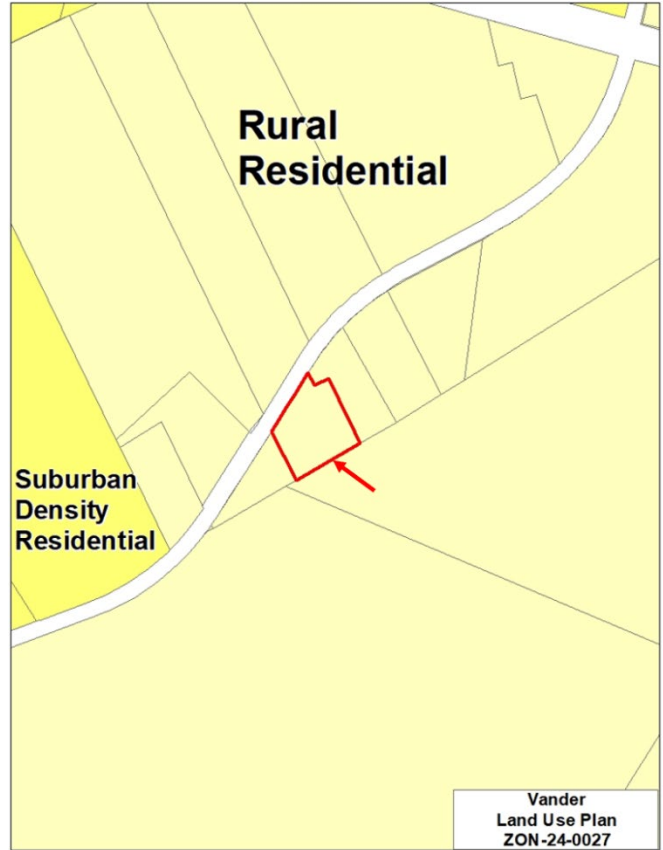
COMPREHENSIVE PLANS:

This property is located within the Vander Area Land Use Plan (2017). The future land use classification of the property is "Rural Residential". Associated zoning districts for Rural Residential are R40, R40A, & A1A.

The proposed rezoning request is consistent with the adopted land use plan.

Future Land Use Classification Development Goals:

- The intent of this classification (Rural Residential) is to ensure the Vander area is comprised of well-planned, aesthetic and pedestrian-friendly residential developments that offer a variety of housing choices to persons of a variety of age and income groups. (Vander Area Land Use Plan, page 38).



IMPACTS ON LOCAL INFRASTRUCTURE AND/OR FACILITIES

UTILITIES: No water or sewer utility lines are immediately available along the subject property as shown on Exhibit "C". The applicant will need to secure permits through Cumberland County Environmental Health prior to any construction.

SCHOOLS CAPACITY/ENROLLMENT:

School	Capacity	Enrollment
Seabrook Elem	267	275
Mac Williams Mid	1164	1174
Cape Fear High	1476	1598

ECONOMIC DEVELOPMENT: Fayetteville Cumberland County Economic Development Corporation has reviewed the request and has no objection to the proposal.

EMERGENCY SERVICES: Cumberland County Fire Marshal's office has reviewed the request and has no objection to the proposal.

SPECIAL DISTRICTS/ OVERLAY DISTRICTS:

Special Districts			
Fayetteville Regional Airport Overlay:	n/a	Averasboro Battlefield Corridor:	n/a
Five Mile Distance of Fort Liberty:	n/a	Eastover Commercial Core Overlay District:	n/a
Voluntary Agricultural District (VAD):	n/a	Spring Lake Main Street Overlay District:	n/a
VAD Half Mile Buffer:	Yes	Coliseum Tourism Overlay District:	n/a

n/a – not applicable

CONDITIONS OF APPROVAL: This is a conventional rezoning. There are no conditions proposed at this time.

STAFF RECOMMENDATION

In Case ZON-24-0027, Planning and Inspections staff **recommends approval** of the rezoning request from A1 Agricultural District to R40A Residential District. Staff finds that the request is consistent with the Vander Area Land Use Plan which calls for "Rural Residential" at this location. Staff also finds that the request is reasonable and in the public interest as it is compatible to and in harmony with the surrounding land use activities and zoning.

- Attachments:
Notification Mailing List
Application

ATTACHMENT – MAILING LIST



STRICKLAND, GARY L II
4298 SIDS MILL RD
FAYETTEVILLE, NC 28312

JOHNSON, MIRIAM ROSE
668 OLD VANDER RD
FAYETTEVILLE, NC 28312

CARTER, GALINA
4089 SIDS MILL RD
FAYETTEVILLE, NC 28312

CARTER, GALINA
4089 SIDS MILL RD
FAYETTEVILLE, NC 28312

SMITH, WENDELL C.;SMITH, JULIE M.
4335 SIDS MILL RD
FAYETTEVILLE, NC 28312

GUY, SHIRLEY ANN
4274 SIDS MILL RD
FAYETTEVILLE, NC 28312

CARTER, GALINA
4089 SIDS MILL RD
FAYETTEVILLE, NC 28312

SMITH, GEORGE SCOTT;SMITH, MELISSA
4225 SIDS MILL RD
FAYETTEVILLE, NC 28312

SMITH, GEORGE SCOTT;SMITH, MELISSA
HORNE
4225 SIDS MILL RD
FAYETTEVILLE, NC 28312

SMITH, GEORGE SCOTT;SMITH, MELISSA
HORNE
4225 SIDS MILL RD
FAYETTEVILLE, NC 28312

SMITH, DUANE ASHFORD;SMITH, BETTY
SCOGGINS
4340 SIDS MILL RD
FAYETTEVILLE, NC 28312

CARTER, GALINA
4089 SIDS MILL RD
FAYETTEVILLE, NC 28312

SMITH, DUANE A.
4340 SIDS MILL RD
FAYETTEVILLE, NC 28312

EDWARDS, LARRY
5222 ACE CT
PARKTON, NC 28371

ATTACHMENT: APPLICATION



CASE #: _____
PLANNING BOARD MEETING DATE: <u>Aug 20th, 2024</u>
DATE APPLICATION SUBMITTED: <u>July 9th, 2024</u>

**APPLICATION FOR
REZONING REQUEST
CUMBERLAND COUNTY ZONING ORDINANCE**

The following items are to be submitted with the completed application:

1. A copy of the *recorded* deed and/or plat.
2. If a portion(s) of the property is being considered for rezoning, an accurate written legal description of only the area to be considered.
3. A check made payable to "Cumberland County" in the amount of \$ 250.00.
(See County Fee Schedule).

Rezoning Procedure:

1. Completed application submitted by the applicant.
2. Notification to surrounding property owners.
3. Planning Board hearing.
4. Re-notification of interested parties / public hearing advertisement in the newspaper.
5. County Commissioners' public hearing (approximately four weeks after Planning Board public hearing)
6. If approved by the County Commissioners, rezoning becomes effective immediately.

The Planning & Inspections Staff will advise on zoning options, inform applicants of development requirement and answer questions regarding the application and rezoning process. For further questions, call (910)678-7627 or (910)678-7609. Hours of operation are 8:00 a.m. to 5:00 p.m., Monday through Friday.

NOTE: Any revisions, inaccuracies or errors to the application may cause the case to be delayed and will be scheduled for the next available board meeting according to the board's meeting schedule. Also, the application fee is *nonrefundable*.

TO THE CUMBERLAND COUNTY JOINT PLANNING BOARD AND THE BOARD OF COUNTY COMMISSIONERS OF CUMBERLAND COUNTY, NC:

I (We), the undersigned, hereby submit this application, and petition the County Commissioners to amend and to change the zoning map of the County of Cumberland as provided for under the provisions of the County Zoning Ordinance. In support of this petition, the following facts are submitted:

1. Requested Rezoning from A1 to ~~A1A~~ R 40A ^{LOE}
2. Address of Property to be Rezoned: 4266 Sid Mill Rd Fayetteville, NC 28312
3. Location of Property, details: lot located on left after turning on Sidmill Rd
4. Parcel Identification Number (PIN #) of subject property: _____
(also known as Tax ID Number or Property Tax ID)
5. Acreage: 1.95 AC Frontage: 265 ft Depth: 327 ft
6. Water Provider: Well: PWC: _____ Other (name): _____
7. Septage Provider: Septic Tank PWC _____
8. Deed Book 7682, Page(s) 0251, Cumberland County Registry. (Attach copy of deed of subject property as it appears in Registry).
9. Existing use of property: _____
10. Proposed use(s) of the property: proposed manufactured home on 2 lots once subdivided
11. Do you own any property adjacent to or across the street from this property?
Yes _____ No If yes, where? _____
12. Has a violation been issued on this property? Yes _____ No

A copy of the recorded deed(s) and/or recorded plat map(s) must be provided. If the area is a portion of a parcel, a written legal description by metes and bounds, showing acreage must accompany the deeds and/or plat. If more than one zoning classification is requested, a correct mete and bounds legal description, including acreage, for each bounded area must be submitted.

The Planning and Inspections Staff is available for advice on completing this application; however, they are not available for completion of the application.

The undersigned hereby acknowledge that the County Planning Staff has conferred with the petitioner or assigns, and the application as submitted is accurate and correct.

Larry Edwards

NAME OF OWNER(S) (PRINT OR TYPE)

5222 Ace Ct Parkton, NC 28371

ADDRESS OF OWNER(S)

910-224-4701

HOME TELEPHONE #

910-224-7401

WORK TELEPHONE #

NAME OF AGENT, ATTORNEY, APPLICANT (PRINT OR TYPE)

ADDRESS OF AGENT, ATTORNEY, APPLICANT

michele.edwards1964@gmail.com

E-MAIL

HOME TELEPHONE #

WORK TELEPHONE #

Larry D. Edwards

SIGNATURE OF OWNER(S)

SIGNATURE OF AGENT, ATTORNEY OR APPLICANT

SIGNATURE OF OWNER(S)

The contents of this application, upon submission, become "public record."

ORDER DETAILS

PREVIEW FOR AD NUMBER LWLM01508150

Order Number:
LWLM0150815
External Order #:
10516251
Order Status:
Approved
Classification:
Govt Public Notices
Package:
General Package
Total payment:
237.15
Payment Type:
Account Billed
User ID:
L0012804
External User ID:
744350

ACCOUNT INFORMATION

Amanda Ozanich
130 Gillespie st ATTN: Amanda Ozanich
Fayetteville, NC 28301
910-678-7600
aozanich@cumberlandcountync.gov
Cumberland County Planning and Inspections
Contract ID:

TRANSACTION REPORT

Date
August 27, 2024 12:28:50 PM EDT
Amount:
237.15

ADDITIONAL OPTIONS

1 Affidavit

SCHEDULE FOR AD NUMBER LWLM01508150

August 30, 2024
Fayetteville Observer
September 9, 2024
Fayetteville Observer

PUBLIC NOTICE
The Cumberland County Board of Commissioners will meet at 6:45 p.m. on September 16, 2024 in Room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-24-0027: Rezoning from A1 Ag. Dist. to R40A Res. Dist. or a more restrictive zoning dist.; for one parcel comprising 1.95 +/- acres; located at 4266 Sids Mill Rd, submitted by Larry Edwards (Agent/Owner).

NORTH CENTRAL AREA LAND USE PLAN: This Plan is to serve as a policy guide when making land use decisions by Cumberland County. The plan area is defined as being bordered to the north by Harnett County, to the east by the Cape Fear River, to the west by Elliott Farm Road, and to the south by the City of Fayetteville. Copies of the draft Plan are located at the Cumberland County Planning & Inspections Department at 130 Gillespie Street, Fayetteville, NC. The draft plan may also be found on the Cumberland County Planning & Inspections website on the Comprehensive Planning page (<https://www.cumberland-countync.gov/departments/planning-group/planning-and-inspections/planning-comprehensive-planning>).
Publication Dates
L00000000

ORDER DETAILS

PREVIEW FOR AD NUMBER LWLM01976860

Order Number:
 LWLM0197686
External Order #:
 10795023
Order Status:
 Approved
Classification:
 Govt Public Notices
Package:
 General Package
Total payment:
 100.13
Payment Type:
 Account Billed
User ID:
 L0012804
External User ID:
 744350

ACCOUNT INFORMATION

Cumberland County Planning & Inspections
 130 Gillespie ST ATTN: Amanda Ozanich
 Fayetteville, NC 28301-5669
 910-678-7600
 lhoward@cumberlandcountync.gov
 Cumb Co Joint Planning Cherice
 Contract ID:

TRANSACTION REPORT

Date
 November 21, 2024 3:10:13 PM EST
Amount:
 100.13

ADDITIONAL OPTIONS

1 Affidavit

SCHEDULE FOR AD NUMBER LWLM01976860

December 2, 2024
 Fayetteville Observer
 December 9, 2024
 Fayetteville Observer

PUBLIC NOTICE

The Cumberland County Board of Commissioners will meet at 6:45 p.m. on December 16, 2024 in Room 118 of the County Courthouse at 117 Dick Street to hear the following:

ZON-24-0027: Rezoning from A1 Ag. Dist. to R40A Res. Dist. or a more restrictive zoning dist.; for one parcel comprising 1.95 +/- acres; located at 4266 Sids Mill Rd, submitted by Larry Edwards (Owner).

Publication Dates
 LWLM0197686

From: [Michele Edwards](#)
To: [David Moon](#)
Subject: Rezoning
Date: Thursday, December 5, 2024 12:43:48 PM

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.

Mr Moon,

My name is Larry Edwards and I would like to withdraw my request to have 4266 rezone. If any information is needed please let me know

Thank you!



CLERK TO THE BOARD OF COMMISSIONERS

**MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF DECEMBER 16,
2024**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: IVA CLARK, DEPUTY CLERK TO THE BOARD

DATE: 11/19/2024

SUBJECT: CIVIC CENTER COMMISSION (4 VACANCIES)

BACKGROUND

At the November 18, 2024, regular meeting, the Board of Commissioners nominated the following individuals to fill the four (4) vacancies on the Civic Center Commission:

NOMINEES:

Elaine Kelly- nominated by Vice Chairwoman Dr. Toni Stewart
Allen Rogers- nominated by Vice Chairwoman Dr. Toni Stewart
Elizabeth Stiff- nominated by Vice Chairwoman Dr. Toni Stewart
Gilbert Baez- nominated by Commissioner Michael Boose
Gregory Parks- nominated by Commissioner Jimmy Keefe

The membership roster for the Civic Center Commission is attached.

RECOMMENDATION / PROPOSED ACTION

Please appoint individuals to fill the four (4) vacancies on the Civic Center Commission.

ATTACHMENTS:

Description	Type
Civic Center Commission Membership Roster	Backup Material

CIVIC CENTER COMMISSION

3 Year Term

Per their by-laws, Civic Center Commission Nominating Committee meets annually to make recommendations for vacancies; vacancies are to be placed on Commissioners' December agenda for nominations; terms run January through December.

Name/Address	Date Appointed	Term	Expires	Eligible For Reappointment
Mark J. Yarboro (B/M) 1780 Geiberger Drive Fayetteville, NC 28303 703-624-7730 Yarboro.mark@yahoo.com	1/22	2nd	Jan/25 1/1/25.	No
Charles Grannis (W/M) (Chairman) 120 S. Churchill Drive Fayetteville, NC 28303 910-850-8865 Mcbrydeg@yahoo.com	1/22	2nd	Jan/25 1/1/25	No
Dr. Vikki Andrews (B/F) 2913 Beringer Drive Fayetteville, NC 28306 910-964-5828 Carasel1908@gmail.com	1/22	2nd	Jan/25 1/1/25.	No
Kenneth Burns (W/M) 2513 Raeford Road Suite A Fayetteville, NC 28305 910-366-3749 KBURNS@KENBURNSLAW.COM	4/24	1st	Mar/27 3/31/27	Yes
Jami McLaughlin (W/F) 300 North 2 nd Street Spring Lake, NC 28390 910-391-4870 JAMIMCLAUGHLIN1@GMAIL.COM	4/24	1st	Mar/27 3/31/27	Yes
Raqi Barnett (B/F) 2107 Yates Ranch Road Hope Mills, NC 28348 910-916-0060 MEMPHISBARNETT@CCS.K12.NC.US	1/24	1st	Jan/27 1/1/27	Yes
Completing unexpired term of Greg Edge *Eligible for 1 additional term*				
Peter Pappas (W/M) 304 Owen Drive Fayetteville, NC 28304 910-221-5789 PETER.B.PAPPAS@GMAIL.COM	4/24	1st	Mar/27 3/31/27	Yes

Per their by-laws, Civic Center Commission Nominating Committee meets annually to make recommendations for vacancies; vacancies are to be placed on Commissioners' December agenda for nominations; terms run January through December.

<u>Date</u>		<u>Eligible For</u>		
<u>Name/Address</u>	<u>Appointed</u>	<u>Term</u>	<u>Expires</u>	<u>Reappointment</u>
Joseph F Quigg IV (W/M) 334 Echo Lane Fayetteville, NC 28303 323-0994/229-4926/484-6131 EDSTIRE@NC.RR.COM	1/22	2nd	Jan/25 1/1/25	No
<u>Restaurant Owner (SL 1993-413)</u> Nathan Cuffee 719 MarketView Court Fayetteville, NC 28301 910-489-1057 NLCUFFEE@GMAIL.COM	1/24	1st	Jan/27 1/31/27	Yes

**** At its November 17, 2014, meeting, the Cumberland County Board of Commissioners took action to request that the local legislative delegation submit a bill to the General Assembly to reduce the number of members on the Civic Center Commission from fifteen to nine. The bill is to be considered by the GA at its 2015 regular session. At its June 10, 2015, meeting, the NC General Assembly ratified Session Law 2015-61 Senate Bill 142 an act to reduce the number of members serving on the Cumberland County Civic Center Commission from 15 members to 9 members. ****

Ex Officio Member: County Manager or County Manager Designee

Commissioner Liaison – Jimmy Keefe

Meetings: 4th Tuesday of the month at 5:30 PM, Crown Center Board Room. 1960 Coliseum Drive

Contact: Seth Benalt, General Manager, Coliseum Complex (or Myra Brooks – 678-7757)

