
AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
REGULAR AGENDA SESSION
JUDGE E. MAURICE BRASWELL
CUMBERLAND COUNTY COURTHOUSE- ROOM 564
NOVEMBER 14, 2024
1:00 PM

INVOCATION - Commissioner Marshall Faircloth

PLEDGE OF ALLEGIANCE

1. APPROVAL OF AGENDA
2. CONSIDERATION OF AGENDA ITEMS
 - A. Extension of Time With the Martin Luther King, Jr. Committee
 - B. Request to Contract for Continued Security Services
 - C. Bid Award for Assembly Court Convenience Center & Recycling Facility – Phase 1 Construction
 - D. Bid Award for Wells Package 1 – Gray’s Creek Phase I Construction
 - E. Bid Award for Sheriff’s Indoor Training Range Upgrade Project
 - F. Recommendations for the Use of Opioid Settlement Funds and Local Spending Authorization Resolution and Associated Grant Project Budget Ordinance Amendment #BR 251250.
 - G. Community Development Modular Construction Replacement Policy
 - H. Purchase of a Fork Truck for the Solid Waste Department
 - I. Purchase of Land for Industrial Sites
 - J. Land Purchase in the Bushy Lake State Natural Area for the Mountains-to-Sea Trail Project
 - K. Appropriation of Funds to Cumberland County Hospital System, Inc., to Establish a New Health Program as Authorized by G.S. 153A-149(c)(15)
 - L. Grant of New Lease to Cumberland County Communicare, Inc.
3. OTHER ITEMS
 - A. Update to Commissioner Bio Format on County Website
4. MONTHLY REPORTS
 - A. Financial Report
 - B. ARPA Quarterly Project and Expenditure Report as of September 30, 2024
 - C. Health Insurance Update

- D. Wellpath, LLC Quarterly Statistical Report on Inmate Health Care
 - E. Grants Update
 - F. Project Updates
5. CLOSED SESSION:
- A. Attorney Client Matter Pursuant to NCGS 143-318.11(a)(3)

ADJOURN

AGENDA SESSION MEETINGS:

December 12, 2024 (Thursday) 1:00 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



DEPARTMENT OF SOCIAL SERVICES

**MEMORANDUM FOR THE AGENDA OF THE NOVEMBER 14, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: BRENDA REID JACKSON, SOCIAL SERVICES DIRECTOR

DATE: 11/14/2024

SUBJECT: REQUEST TO CONTRACT FOR CONTINUED SECURITY SERVICES

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): BRENDA REID JACKSON, SOCIAL SERVICES DIRECTOR

BACKGROUND

The purpose of this contract is to continue expanded security provided by one Cumberland County Sheriff Deputy by maintaining three-armed private security guards at the main DSS facility on Ramsey Street and one-armed private security guard at the Family Resource Center facility in Spring Lake, NC which includes security for Public Health and the Public Library sites.

This contract vendor was selected through the County's formal bid process. The contract does reflect a change in vendor from North State Security to Weatherspoon Enterprises, Inc. beginning January 1, 2025 through June 30, 2025. Funding in the amount not to exceed \$97,452 for this contract was approved in the Fiscal Year 2025 Adopted County Budget. The contract also includes an option for renewal for Fiscal Year 2025-26 in the amount in the amount of \$206,856 and Fiscal Year 2026-2027 in the amount of \$219,156. Approximately 48% of the contract is eligible for federal and state administrative reimbursement.

The contract has been reviewed and signed off on by County Finance and County Legal for fiscal and legal sufficiency.

RECOMMENDATION / PROPOSED ACTION

Request the Board of County Commissioner's consideration of a contract with Weatherspoon Enterprises,

Inc. beginning January 1, 2025 through June 30, 2025 not to exceed \$97,452 with an option to renew for Fiscal Year 2025-26 in the amount of \$206,856 and Fiscal Year 2026-2027 in the amount of \$219,156 for the November 18, 2024 Consent Agenda.

ATTACHMENTS:

Description	Type
Weatherspoon Enterprises Inc Security Contract	Backup Material



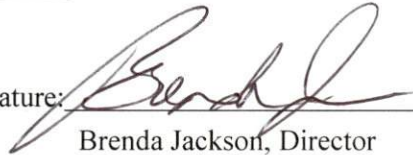
CUMBERLAND
COUNTY
NORTH CAROLINA

CONTRACT WORKFLOW PROCESS
DEPARTMENT HEAD CERTIFICATION

The appropriate signatures have been obtained on the attached contract in accordance with Cumberland County Purchasing Policy. I certify there have been no other changes or updates made to the contract documents after the approval for Legal Sufficiency was provided.

Department: Social Services

Department Head Signature: _____


Brenda Jackson, Director

Date: _____

10-15-24

ATTACHMENT:

Contract Vendor Name: Weatherspoon Enterprises, Inc

Contract Number: 2025283

Fiscal Year: 2024-2025

RECEIVED
9/24/24 JN

Contract Check List (Eff. 6/21/21)
Contract Number: 2025283

Please ensure that each requirement below is completed before checking the boxes. Only check boxes that apply to the contract being processed. Please Note: If the item does not apply to this contract, notate NA in the box. All incomplete contracts will be returned to the submitting department. Packets must be organized.

Description	✓ or NA
1. Only the vendor's signatures have been obtained. All contracts \$50,000.00 or more require the County's Manager's signature. Contracts \$100,000.00 or more, resulting from a formal bid process , require the Board Chairman's signature, after Board approval. The County Manager does not have to sign contracts that require the Chairman's signature.	✓
2. All attachments referenced in the contract language or applicable to the contract are included with the contract. If hyperlinks are included in the contract, the information included on the hyperlink must also be included as a hard copy.	✓
3. There are (3) signed originals. One copy should be single-sided and paper-clipped together, the others stapled.	✓
4. Correct solicitation process was followed, and the bid tabulation sheet or proposals are attached with hard copies. For services following an RFP process, the evaluation summary is included.	✓
5. If \$30,000 or more, the request for quotes/bids/proposals was posted on Vendor Self Service.	✓
6. If project qualifies for Federal reimbursement, Federal procurement guidelines have been followed. ➤ Required contract clauses are attached.	N/A
7. If the contract is for outside Legal services, the action agenda showing approval is attached. (Board approval is always required for this.)	N/A
8. If the contract is Information Services related (computer hardware, software, etc.) the subtype Computer Equipment box in Munis has been selected. When this subtype is selected the IS Director will be an approver in Munis. Once you release the Contract Entry into workflow, contract hard copies should be sent to the IS Director and IS will forward to Finance after their approval. This is applicable to all departments, including those with their own IS division.	N/A
9. The contract does not contain an "Indemnity Clause" or if it does, there is a capped amount. If there is a capped amount, a separate requisition is created to encumber this amount Req # _____. If there is an indemnity clause w/o a capped amount, ask the vendor, by email, if the language can be stricken. Include email with contract packet. *Contact County Legal if uncertain*	N/A
10. There is either a Total Amount or Not to Exceed amount listed in the contract.	✓

W9's & LEGAL ENTITY NAME REQUIREMENTS

****If there is a discrepancy between the W9, Secretary of State page and contract hard copy, contact County Legal to reconcile before sending the contract forward. Contact County Legal for any questions regarding the legal name requirements. There are other special circumstances/legal requirements that may apply to certain contracts. We are unable to determine this in Finance. We are listing below the basic requirements that should be followed.****

1. The vendor has a W9 in Munis and the date is less than one calendar year old. Confirm the W9 date here: <u>7/9/2024</u>	✓
2. If the W9 is more than one year old a new W9 has been emailed to County Finance (Accounts Payable) to be attached in Munis. *Confirm (in Vendor Inquiry) the new W9 is attached before moving forward*	N/A
3. The vendor name listed on the W9 matches exactly to the Secretary of State page (See number 15 & 16 below), including "inc", "llc", etc. **If "incorporated" is not abbreviated on one document, it should not be abbreviated on any of the documents** If the W9 does not match the State page, the vendor will need to submit an updated W9.	✓
14. The name listed on all pages of the contract is the same as the Secretary of State page and W9. This includes "inc", "llc", etc.	✓
15. There is (1) Contractor's Certification form and (1) Request for Finance & Legal Review form attached to the contract hard copies. Only one copy for the entire packet needed.	✓
16. A copy of the screen page from the NC Secretary's (or the State they are registered in) website showing they have an active status. The screen page MUST be attached!	✓
17. There is enough space for the pre-audit and Legal signatures, or a signature page is attached. The "Signature Page" document is not needed if there is room for all signatures on the existing signature page that is signed by the vendor.	✓
18. E-Verify Statement is in the contract language or a signed E-Verify memo is attached to each original copy for a total of (3). The E-verify memo does have to be signed by the vendor. If both the E-verify & Iran statements are missing from the contract, there is also a single form with both statements that can be signed, available on the Intranet.	✓
19. Iran Statement is in the contract language or the Iran statement is attached to each original copy for a total of (3). The Iran statement does not have to be signed by the vendor.	✓
20. There are tabs identifying all signature pages.	✓
21. Requisition has been entered but not released and has a status of "Allocated". The requisition amount is equal to the contract not to exceed amount. Requisition #: <u>211</u>	✓
22. Contract Entry in Munis released into workflow. Make sure any attachments in Contract Entry are PDF files. NO Excel/Word/etc. documents that show as a link to be downloaded.	✓

Contact Name Vanessa Harris certifying accuracy and completion: Department Head 

REQUEST FOR LEGAL AND FINANCE REVIEW OF CONTRACT (EFF. 6/21/21)

The undersigned requests legal review of the contract between Cumberland County and WEATHERSPOON ENTERPRISES, INC

The undersigned certifies as follows:

If legal review is not required, indicate the reason below.

1. The only other party to this contract is a department or agency of the government of the United States or the State of North Carolina.

2. This contract requires the expenditure of not more than \$5,000 in any fiscal year.

3. The county and this contractor or vendor have had this same contract in place for the current and past fiscal years without any dispute and the only change to the existing contract is extending the term and/or increasing the contract amount.

!!MUST RESPOND!! Does this purchase qualify for federal reimbursement (ex. FEMA reimbursement or federal grant) Yes or No? NO. If Yes, have federal procurement guidelines been followed? , a copy of the County's *FEMA Contract Clauses* is attached to each original hard copy .

****Completion of the Uniform Guidelines Checklist is advised****

This contract was obtained through the following process

****Only select an option if process was followed. Backup is required**:**

Service/Purchase/Construction

 Solicitation of quotes (5,000 – 29,999.99)

Purchase (Items, Apparatus, Materials)

 Informal bids (30,000 – 89,999.99)

 Formal bids (90,000 and above)

Service

Informal RFP (30,000 and above)

Construction

 Informal bid (30,000 – 499,999.99) Attach Proof of General Contractors License or if not required, explain below.

 Formal bid (500,000 and above) Attach Proof of General Contractors License or if not required, explain below.

Engineering/Consulting/Architect

 RFQ (Any amount)

- Does this contract with this vendor also include construction work? If so, was an RFQ the only bid process followed? ,

- Please Explain:

If none of the above, provide justification/explanation:

Please complete and initial each item below.

VH 1. Date contract was approved by BOC (Put NA if Not Applicable) NIA

VH 2. All statutory requirements applicable to the process were followed.

VH 3. All applicable Cumberland County purchasing and contracting requirements were followed.

VH 4. All applicable documentation required by the Cumberland County Finance Office has been submitted.

Certified by: Vanessa Harris for the SOCIAL SERVICES Department of Cumberland County.

Signature: Vanessa Harris Date Submitted: 9/20/2024

**Boxes are for Purchasing Office Only
Put NA or Cross Through Where Not Applicable**

Completed By (Initial): JH

SAM CHECKED: IRAN LIST CHECKED:

DOA CHECKED:

- W9 requirements on checklist met Name requirements met
- Requisition or PO checked Budget code checked Does the contract qualify as c.o.? NO. Is the Req. or POM coded to c.o.? NO. If yes, original budget or budget revision verified?
- Correct solicitation process followed If \$30,000 or more, request posted on Vendor Self Service
- Quotes, bid tabulation or evaluation summary attached in Munis to Contract Entry or included with hard copies
- Board Agenda attached NA If so, actual minutes reviewed . Does the minutes and agenda match the contract (vendor, amount, approvers, etc.)
- Required signatures verified Effective date verified
- Contract includes indemnification language NO. If yes, there is a capped amount? If yes, there is a separate requisition encumbering the capped amount? If no capped amount, there is an email from vendor authorizing to strike out language included with hard copy
- Memo for approval of meal/food purchase attached
 - Meal/Food amounts in line with GSA

Construction Contracts Only:

If required, is the general contractor's license attached? Is it still valid?

Is bid bond required? If yes, is a copy attached with hard copy?

Is performance payment bond required? If yes, is a copy included with hard copy?

Notes: _____

Additional Check for Contract Amendments

- Change in line with original bid process and work?

CONTRACTOR'S CERTIFICATION FOR LEGAL REVIEW OF CONTRACT WITH CUMBERLAND COUNTY (Eff. 6/21/21)

The undersigned, on behalf of the contractor or vendor named below, certifies with respect to the attached contract between Cumberland County and Weather Spoon Enterprises, Inc. as follows:

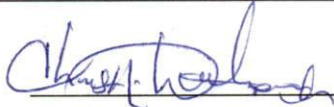
- The contractor is
 an individual
 a corporation
 a limited liability company
 a unit of local government
 other: _____). (If the contractor is described as "other," a certified copy of the legal documents by which it is organized must be attached.)
- The contractor's business address is 5700 Executive Center Dr. Suite 101, Charlotte, NC 28212
(If this is an out-of-state address, the contract must be signed by the contractor before it is reviewed.)
- If the contractor is not an individual or a unit of local government, is it registered with the Secretary of State to do business in North Carolina?
 Yes (Attach a copy of the screen page from NC Secretary of State Website showing active status.)
 No (If it is not registered with the North Carolina Secretary of State, a certificate of good standing from the Secretary of State in the state in which it is organized must be attached.)
- The individual or individuals making this certification and signing the contract on behalf of the contractor are duly authorized to do so by action of the contractor.

If the contract was prepared or drafted by contractor or contractor's attorney, complete the following additional certifications:

- This contract is made subject to the laws of the State of _____.
- This contract does does not contain a provision which may require the county to indemnify the contractor. If it does contain this indemnity provision, the maximum amount for which the county may be liable under this indemnity is \$ _____ . (An indemnity provision that is not capped may result in the contract not being accepted by the county.)
- All obligations incurred by the county under the terms of this contract terminate on the following date: _____ . (Any contract provision which extends the obligations of the county beyond the date the contract terminates will not be accepted by the county.)

The contractor agrees that the county does not waive its rights as to any provisions of the contract which are against the public policy of the State of North Carolina, regardless of the choice of law stated in the contract.

Certified by _____ for the contractor stated above.

Signature: 

Date Submitted: 6/18/24

Business Corporation

Legal Name

Neatherspoon Enterprises, Inc

Information

SosId: 1292779

Status: Current-Active ⓘ

Date Formed: 1/2/2013

Citizenship: Domestic

Fiscal Month: December

Annual Report Due Date: April 15th

Current Annual Report Status:

Registered Agent: Witherspoon, Charles H.

Addresses

Mailing

5570 Executive Center Drive Suite 101
Charlotte, NC 28212

Principal Office

5570 Executive Center Drive Suite 101
Charlotte, NC 28212

Reg Office

5570 Executive Center Drive Suite 101
Charlotte, NC 28212

Reg Mailing

5570 Executive Center Drive Suite 101
Charlotte, NC 28212

Officers

Chief Executive Officer

Charles H Witherspoon
5570 Executive Center Drive Suite 101
Charlotte NC 28212

Stock

Class: COMMON

Shares: 1000

No Par Value: Yes

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
 requester. Do not
 send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Weatherspoon Enterprises, Inc	
	2 Business name/disregarded entity name, if different from above. Weatherspoon Enterprises Inc	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input checked="" type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 5700 Executive Center Drive, Ste 101	Requester's name and address (optional)
	6 City, state, and ZIP code Charlotte, NC 28212	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
[] [] [] - [] [] - [] [] [] []	
OR	
Employer identification number	
4 6 - 1 3 2 3 1 4 6	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date 2/10/24
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

FISCAL YEAR 2024-2025
Weatherspoon Enterprises, Inc

TOTAL CONTRACT AMOUNT: \$523,464.00

SECTION	SOURCE / OBJECT CODE	FEDERAL	STATE	COUNTY	OTHER	TANF/MOE	TOTAL
ADULT SVCS		45.21%	3.42%	51.37%			
\$523,464.00	4365-544741 SSE06	\$236,658.00	\$17,902.00	\$268,903.00	\$0.00	\$0.00	\$523,463.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
GRAND TOTAL		45.21% \$236,658	3.42% \$17,902	51.37% \$268,903	\$0	0.00% \$0	100% \$523,463.00
\$523,464							

CONTRACT PROVIDER NAME: WEATHERSPOON ENTERPRISES, INC

CONTRACT NUMBER: _____

CONTRACT PERIOD: November 1, 2024 to June 30, 2025

PROVIDER'S FISCAL YEAR: _____

**CONTRACT DETERMINATION QUESTIONNAIRE
(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)**

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase of Service).

Determination Factors	5 points	5 points
	Financial Assistance YES	Purchase of Service NO
1 Does the provider determine eligibility?		5
2 Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3 Does the provider provide administrative functions such as Program Planning?		5
4 Does the provider provide administrative functions such as Monitoring?		5
5 Does the provider provide administrative functions such as Program Evaluation?		5
6 Does the provider provide administrative functions such as Program Compliance?		5
7 Is provider performance measured against whether specific objectives are met?		5
8 Does the provided have responsibility for programmatic decision making?		5
9 Is the provider objective to carry out a public purpose to support an overall program objective?		5
10 Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?	5	
11 Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12 Does the provider operate in a noncompetitive environment?		5
13 Does the provider provide these or similar goods and/or services only to the funding agency?		5
14 Does the provide these or similar goods and/or services outside normal business operations?		5
TOTAL	5	65

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

FINANCIAL ASSISTANCE

PURCHASE SERVICE

NIA

Signature of Authorized Programmatic Individual

DATE

Adnessa Harris

Signature of Authorized Administrative Individual

7/12/2024

DATE

Evaluation Sheet RFP #24-15-DSS Security Services

Scale of 100

Vendor-Contractor	MM					Totals	DP					Totals	SR					Totals	EH					Totals	AF					Totals	Ave.
	Experience & Qualifications	Cost of Service	Project Organization	References	Procedures/Reporting		Experience & Qualifications	Cost of Service	Project Organization	References	Procedures/Reporting		Experience & Qualifications	Cost of Service	Project Organization	References	Procedures/Reporting		Experience & Qualifications	Cost of Service	Project Organization	References	Procedures/Reporting		Experience & Qualifications	Cost of Service	Project Organization	References	Procedures/Reporting		
	30 Points	25 Points	20 Points	15 Points	10 Points		30 Points	25 Points	20 Points	15 Points	10 Points		30 Points	25 Points	20 Points	15 Points	10 Points		30 Points	25 Points	20 Points	15 Points	10 Points		30 Points	25 Points	20 Points	15 Points	10 Points		
1 Weatherspoon Enterprises, Inc	30	25	20	5	10	90	27	20	18	15	10	90	30	25	20	15	10	100	27	20	18	15	9	89	30	25	20	15	10	100	94
2 Eagle Eye Security	30	0	20	15	10	75	27	23	19	15	0	84	30	20	20	15	10	95	27	23	19	15	9	93	30	20	20	15	10	95	88
3 North State Security	27	20	11	15	10	83	30	0	19	15	0	64	30	20	20	15	10	95	30	25	19	15	10	99	30	20	20	15	10	95	87
4 A&A Security Group	20	20	20	15	10	85	30	0	15	15	0	60	20	20	17	15	10	82	30	25	15	15	10	95	20	20	20	15	10	85	81
5 Safety & Security Services Inc	25	20	20	15	10	90	29	0	15	15	0	59	25	20	12	15	8	80	29	20	15	15	8	87	27	20	20	15	10	92	82
6 ENC Protection Group	25	0	13	13	0	51	28	20	17	15	0	80	7	20	6	15	8	56	28	20	18	15	9	90	25	20	12	15	10	82	72
7 Security Solutions of America	30	0	20	15	10	75	0	0	0	0	0	0	25	20	20	15	5	85	19	20	17	15	8	79	25	20	20	15	10	90	66
8 Carolina Protective Services, LLC	20	20	9	12	10	71	0	0	0	0	0	0	10	15	6	15	10	56	26	20	14	12	8	80	25	20	14	15	10	84	58
9 Allied Universal	25	20	20	15	10	90	0	0	0	0	0	0	25	20	20	15	8	88	0	0	0	0	0	0	25	20	20	15	10	90	54
10 Rough Rider Security, LLC	20	0	0	0	0	20	12	0	0	0	0	12	0	0	0	0	0	0	22	20	13	3	0	58	25	20	17	9	0	71	32
11 The Renfrow Group, Inc	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	24	20	19	9	8	80	0	0	0	0	0	0	16
12 Devine Professional Consulting Group	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	8	0	0	8	0	0	0	15	0	15	5

Harris, Vanessa (b19)

From: Charles Witherspoon Jr. <charleswitherspoon@me.com>
Sent: Tuesday, July 23, 2024 12:17 PM
To: Harris, Vanessa (b19)
Cc: Taylor, Timmisha (b03); Murray, Melinda (B00); Antione Ensley; Christine Gray; Joshua Work Phone Ruiz
Subject: Re: DSS FY2024-2025 Security Services

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

Hello, Vanessa.

I affirm on both changes, thank you.

Be well,

Charles H. Witherspoon, President/CEO Weatherspoon Enterprises Incorporated Website: Weatherspoonsecurity.com Email: Charles@weatherspoonsecurity.com Business Line: 1-844-752-7233 Direct Line: 1-704-578-9556

On Jul 23, 2024, at 11:33 AM, "Harris, Vanessa (b19)" <VanessaHarris@ccdssnc.com> wrote:

Good afternoon, Mr. Witherspoon

The name on the contract is listed as Weatherspoon Enterprises Incorporated, but per the NC Secretary of State page it should be Weatherspoon Enterprises, Inc. If you agree to the changes; I also will need your approval to add your bid response to be attached to the contract. Please respond to this email with your approval for both, and I will make these changes.

Kind regards,

Vanessa Harris

Accounting Technician II

Department of Social Services

O: 910-677-2917

F: 910-677-2886

vanessaharris@ccdssnc.com

<image001.png>

Email correspondence to and from this address is subject to North Carolina Public Records Law and may be disclosed to third parties by an authorized county official. Unauthorized disclosure of juvenile, health, legally privileged, or otherwise confidential information, including confidential information relating to an ongoing county procurement effort, is prohibited by law. If you have received this e-mail in error, please notify the sender immediately and delete all records of this e-mail.

Harris, Vanessa (b19)

From: charles@weatherspoonsecurity.com
Sent: Friday, August 30, 2024 3:22 PM
To: Harris, Vanessa (b19)
Cc: Joshua Work Phone Ruiz; Antione Ensley; Christine Gray; Taylor, Timmisha (b03); Murray, Melinda (B00)
Subject: Re: DSS FY2024-2025 Security Services

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

Hello, Vanessa. My apologies, I missed this email. You have my consent.

Be well,

Charles Witherspoon, President
Business: 276-356-8512
Weatherspoonsecurity.com
Charles@weatherspoonsecurity.com

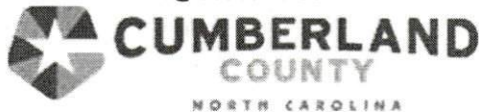
On Aug 30, 2024, at 2:09 PM, Harris, Vanessa (b19) <VanessaHarris@ccdssnc.com> wrote:

Good afternoon, Mr. Witherspoon

I am following up on my last email I sent you. I will need your approval to add the RFP and the addendum to be attached to the contract. Please respond to this email at your earliest convenience with your approval for both.

Thank you,

Vanessa Harris
Accounting Technician II
Department of Social Services
O: 910-677-2917
F: 910-677-2886
vanessaharris@ccdssnc.com



From: Harris, Vanessa (b19)
Sent: Monday, August 12, 2024 9:13 AM
To: Charles Witherspoon <charleswitherspoon@me.com>
Cc: Joshua Work Phone Ruiz <joshua@weatherspoonsecurity.com>; Antione Ensley <Antoine@weatherspoonsecurity.com>; Christine Gray <christine.gray@weatherspoonsecurity.com>; Taylor, Timmisha (b03) <TimmishaTaylor@ccdssnc.com>; Murray, Melinda (B00)

<MelindaMurray@ccdssnc.com>

Subject: DSS FY2024-2025 Security Services

Good morning, Mr. Witherspoon

I will need your approval to add the RFP and the addendum to be attached to the contract. Please respond to this email with your approval for both.

Thank you,

Vanessa Harris
Accounting Technician II
Department of Social Services
O: 910-677-2917
F: 910-677-2886
vanessaharris@ccdssnc.com
<image001.png>

Email correspondence to and from this address is subject to North Carolina Public Records Law and may be disclosed to third parties by an authorized county official. Unauthorized disclosure of juvenile, health, legally privileged, or otherwise confidential information, including confidential information relating to an ongoing county procurement effort, is prohibited by law. If you have received this e-mail in error, please notify the sender immediately and delete all records of this e-mail.

WEATHERSPOON ENTERPRISES, INC

Contract 2025283 Fiscal Year Begins July 1, 2024 Ends June 30, 2025

This contract is hereby entered into by and between Cumberland County, by and through the Cumberland County Department of Social Services (the "County") and Weatherspoon Enterprises, Inc. (the "Contractor") (referred to collectively as the "Parties"). Contractor's federal tax identification number is on file with the Cumberland County Finance Department.

1. **Contract Documents:** This Contract consists of the following documents:

- 1) This Contract
- 2) The General Terms and Conditions (Attachment A)
- 3) The Scope of Work, description of services, and rate (Attachment B)
- 4) Combined Federal Certifications (Attachment C)
- 5) Conflict of Interest (Attachment D)
- 6) No Overdue Taxes (Attachment E)
- 7) State Certification (Attachment M)
- 8) A Certification Regarding Nondiscrimination, Clean Air Act, Clean Water Act (Attachment N)
- 9) Iran Divestment and E-Verify Form
- 10) Contract Determination Questionnaire

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. **Precedence Among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. **Effective Period:** This contract shall be effective on January 1, 2025 and shall terminate on June 30, 2025 and have the option to renew for two additional one-year terms upon agreement of both parties.

4. **Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. **County's Duties:** The County shall pay the Contractor in the manner and in the amounts specified in the Contract Documents. The total amount paid by the County to the Contractor under this contract shall not exceed \$523,464.00 payable as follows: January 1, 2025-June 30, 2025: \$97,452.00; optional July 1, 2025-June 30, 2026: \$206,856.00; optional July 1, 2026 -June 30, 2027: \$219,156.00. This amount consists of approximate administrative reimbursement of: \$236,658.09 in Federal Funds; \$17,902.42 in State Funds; and \$268,903.49 in county funds.

a. There are no matching requirements from the Contractor.

b. The Contractor's matching requirement is \$ _____, which shall consist of:

In-kind

Cash

Cash and In-kind

Cash and/or In-kind

The contributions from the Contractor shall be sourced from non-federal funds.

The total contract amount including any Contractor match shall not exceed \$523,464.00.

6. **Reversion of Funds:** Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

WEATHERSPOON ENTERPRISES, INC

7. **Reporting Requirements:** Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.
8. **Payment Provisions:**
Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.
9. **Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the County:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title: Vanessa Harris, Acct Technician II County: Cumberland Mailing Address, P.O. Box 878 City, State, Zip: Fayetteville, NC 28302 Telephone (910) 677-2917 Fax: (910) 677-2886 Email: vanessaharris@ccdsnc.com	Name & Title: Vanessa Harris, Acct Technician II County: Cumberland Street Address: 1225 Ramsey Street City, State, Zip: Fayetteville, NC 28301

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name & Title: Charles H Witherspoon, CEO Company Name: Weatherspoon Enterprises, Inc D/B/A Weatherspoon Security Mailing Address: 5700 Executive Center Dr. Suite 101 City State Zip: Charlotte, NC 28212 Telephone: 276-356-8512 Fax: Email: charles@weatherspoonsecurity.com	Name & Title Charles H Witherspoon Company Name Weatherspoon Enterprises, Inc D/B/A Weatherspoon Security Street Address 5700 Executive Center Dr. Suite 101 City State Zip Charlotte, NC 28212

WEATHERSPOON ENTERPRISES, INC

10. Supplementation of Expenditure of Public Funds:

The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services

11. Disbursements:

As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

- (a) Implement adequate internal controls over disbursements;
- (b) Pre-audit all vouchers presented for payment to determine:
 - Validity and accuracy of payment
 - Payment due date
 - Adequacy of documentation supporting payment
 - Legality of disbursement
- (c) Assure adequate control of signature stamps/plates;
- (d) Assure adequate control of negotiable instruments; and
- (e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

12. Outsourcing to Other Countries: The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.


13. Federal Certifications: Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

WEATHERSPOON ENTERPRISES, INC

Signature Warranty:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

CONTRACTOR:

 6/18/2024
Signature Date

Charles H Witherspoon CEO
Printed Name Title


COUNTY OF CUMBERLAND


 10-15-24
Signature Date

Brenda Reid Jackson Director
Printed Name Title

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

Approved for Legal Sufficiency:
upon formal execution by all parties

By: 
Robin Deaver

By:  10/3/24
COUNTY ATTORNEY'S OFFICE
Expires:
(X) RENEWABLE
() NON-RENEWABLE

WEATHERSPOON ENTERPRISES, INC

ATTACHMENT A
General Terms and Conditions

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may: (a) Forward the Contractor's payment check directly to any person or entity designated by the Contractor, or (b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check. In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County, the State of North Carolina, and any of their officers, agents and employees, and Federal Government from any claims of third parties arising out of any act or omission of the Contractor in connection with the performance of this contract to the extent permitted by law.

Default and Termination

Termination Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Contractor shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

WEATHERSPOON ENTERPRISES, INC

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Data Security: The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

Duty to Report: The Contractor shall report a suspected or confirmed security breach to the County's Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered. During the performance of this contract, the contractor is to notify the County contract administrator of any contact by the federal Office for Civil Rights (OCR) received by the contractor.

Cost Borne by Contractor: If any applicable federal, state, or local law, regulation, or rule requires the County or the Contractor to give affected persons written notice of a security breach arising out of the Contractor's performance under this contract, the Contractor shall bear the cost of the notice.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the County. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years. Records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

WEATHERSPOON ENTERPRISES, INC

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Gender and Number: Masculine pronouns shall be read to include feminine pronouns and the singular of any word

or phrase shall be read to include the plural and vice versa.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates published in the applicable State rules or approved local government travel policy. International travel shall not be reimbursed under this contract.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

**ATTACHMENT C
FEDERAL CERTIFICATIONS**

The undersigned states that:

1. He or she is the duly authorized representative of the Contractor named below;
2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Contractor, as set out herein:
 - a. The Certification Regarding Nondiscrimination;
 - b. The Certification Regarding Drug-Free Workplace Requirements;
 - c. The Certification Regarding Environmental Tobacco Smoke;
 - d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
 - e. The Certification Regarding Lobbying;
3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;
4. [Check the applicable statement]
 - He or she **has completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has made, or has an agreement to make**, a payment to a lobbying entity 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 a covered Federal action;

OR

- He or she **has not completed** the attached **Disclosure Of Lobbying Activities** because the Contractor **has not made, and has no agreement to make**, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Contractor shall require its subcontractors, if any, to make the same certifications and disclosure.



 Signature

President/CEO

 Title

Charles H. Witherspoon JR.

 Contractor Name

6-18-2021

 Date

[This Certification Must be Signed by the Same Individual Who Signed the Proposal Execution Page]

I. Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

II. Certification Regarding Drug-Free Workplace Requirements

1. The Contractor certifies that it will provide a drug-free workplace by:
 - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - b. Establishing a drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The Contractor's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);
 - d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
 - e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;
 - f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:
 - i. Taking appropriate personnel action against such an employee, up to and including termination; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

Address

Street

1225 Ramsey Street

City, State, Zip Code

Fayetteville, NC 28302

Street

City, State, Zip Code

WEATHERSPOON ENTERPRISES, INC

3. Contractor will inform the Department of any additional sites for performance of work under this agreement.
4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.

III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor certifies that it will comply with the requirements of the Act. The Contractor further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.

IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Contractor.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

WEATHERSPOON ENTERPRISES, INC

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

V. Certification Regarding Lobbying

The Contractor 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 any 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, 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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all subrecipients shall certify and disclose accordingly.
4. 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 \$10,000.00 and not more than \$100,000.00 for each such failure.

VI. Disclosure Of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

WEATHERSPOON ENTERPRISES, INC

Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

1. Identify the status of the covered Federal action.
2. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
3. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
4. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
5. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
6. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
7. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
8. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
9. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
10. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
11. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
12. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.
13. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
14. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
15. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503

WEATHERSPOON ENTERPRISES, INC

ATTACHMENT D

Conflict of Interest Policy

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. **Violations of the Conflicts of Interest Policy** -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to

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explain the alleged failure to disclose. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. Record of Conflict -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing boards or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Approved by:

Weatherspoon Enterprises, Inc
Name of Organization

Charles H Witherspoon
Signature of Organization Official

6/18/2024
Date

NOTARIZED CONFLICT OF INTEREST POLICY

State of N. Carolina

County of CUMBERLAND

I, Melinda B Murray, Notary Public for said County and State, certify that Charles H Witherspoon personally appeared before me this day and acknowledged that he/she is the CEO of Weatherspoon Enterprises, Inc and by that authority duly given and as the act of the Organization, affirmed that the foregoing Conflict of Interest Policy was adopted/declined (circle one) by Weatherspoon Enterprises, Inc.

Sworn to and subscribed before me this 18 day of June, 2024

Melinda B Murray
Notary Public



Commission expires 01/10, 2029

WEATHERSPOON ENTERPRISES, INC

ATTACHMENT E - OVERDUE TAXES

Weatherspoon Enterprises Incorporated
5700-101 Executive Center Dr.
Charlotte, NC 28212

July 1, 2024

To: Cumberland County Department of Social Services/Human Services

Certification:

We certify that Weatherspoon Enterprises, Inc. does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

Charles H Witherspoon being duly sworn, say that I am the CEO of Weatherspoon Enterprises, Inc of Charlotte in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by myself. I also acknowledge and understand that any misuse of funds will be reported to the appropriate authorities for further action.



CEO

Sworn to and subscribed before me on the day of the date of said certification.





My Commission Expires: 01/09/2027

ATTACHMENT M

State Certifications

Contractor Certifications Required by North Carolina Law

Instructions: The person who signs this document should read the text of the statutes and Executive Order listed below and consult with counsel and other knowledgeable persons before signing. The text of each North Carolina General Statutes and of the Executive Order can be found online at:

- Article 2 of Chapter 64: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/ByArticle/Chapter_64/Article_2.pdf
- G.S. 133-32: <http://www.ncga.state.nc.us/gascripts/statutes/statutelookup.pl?statute=133-32>
- Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009): <http://www.ethicscommission.nc.gov/library/pdfs/Laws/EO24.pdf>
- G.S. 105-164.8(b): http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_105/GS_105-164.8.pdf
- G.S. 143-48.5: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-48.5.html
- G.S. 143-59.1: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.1.pdf
- G.S. 143-59.2: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143/GS_143-59.2.pdf
- G.S. 143-133.3: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/HTML/BySection/Chapter_143/GS_143-133.3.html
- G.S. 143B-139.6C: http://www.ncga.state.nc.us/EnactedLegislation/Statutes/PDF/BySection/Chapter_143B/GS_143B-139.6C.pdf

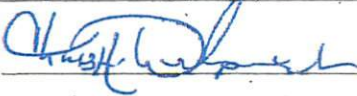
Certifications

- (1) Pursuant to **G.S. 133-32 and Executive Order No. 24 (Perdue, Gov., Oct. 1, 2009)**, the undersigned hereby certifies that the Contractor named below is in compliance with, and has not violated, the provisions of either said statute or Executive Order.
- (2) Pursuant to **G.S. 143-48.5 and G.S. 143-133.3**, the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov
Local government is specifically exempt from Article 2 of Chapter 64 of the North Carolina General Statutes. However, local government is subject to and must comply with North Carolina General Statute 153A-99.1, which states in part as follows:
Counties Must Use E-Verify - Each county shall register and participate in E-Verify to verify the work authorization of new employees hired to work in the United States.
- (3) Pursuant to **G.S. 143-59.1(b)**, the undersigned hereby certifies that the Contractor named below is not an "ineligible Contractor" as set forth in G.S. 143-59.1(a) because:
 - (a) Neither the Contractor nor any of its affiliates has refused to collect the use tax levied under Article 5 of Chapter 105 of the General Statutes on its sales delivered to North Carolina when the sales met one or more of the conditions of G.S. 105-164.8(b); **and**
 - (b) [check **one** of the following boxes]
 - Neither the Contractor nor any of its affiliates has incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001; **or**
 - The Contractor or one of its affiliates **has** incorporated or reincorporated in a "tax haven country" as set forth in G.S. 143-59.1(c)(2) after December 31, 2001 **but** the United States is not the principal market for the public trading of the stock of the corporation incorporated in the tax haven country.

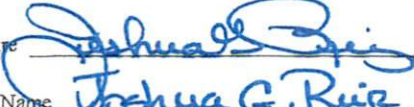
WEATHERSPOON ENTERPRISES, INC

- (4) Pursuant to G.S. 143-59.2(b), the undersigned hereby certifies that none of the Contractor's officers, directors, or owners (if the Contractor is an unincorporated business entity) has been convicted of any violation of Chapter 78A of the General Statutes or the Securities Act of 1933 or the Securities Exchange Act of 1934 within 10 years immediately prior to the date of the bid solicitation.
- (5) Pursuant to G.S. 143B-139.6C, the undersigned hereby certifies that the Contractor will not use a former employee, as defined by G.S. 143B-139.6C(d)(2), of the North Carolina Department of Health and Human Services in the administration of a contract with the Department in violation of G.S. 143B-139.6C and that a violation of that statute shall void the Agreement.
- (6) The undersigned hereby certifies further that:
 - 6. He or she is a duly authorized representative of the Contractor named below;
 - 7. He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Contractor; and
 - 8. He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony.

Contractor's Name: Weatherspoon Enterprises, Inc.

Contractor's Authorized Agent: Signature  Date 6/18/2024

Printed Name Charles W. Witherspoon Jr. Title President/CEO

Witness: Signature  Date 6-18-2024

Printed Name Joshua G. Ruiz Title Chief of Operations

The witness should be present when the Contractor's Authorized Agent signs this certification and should sign and date this document immediately thereafter.

ATTACHMENT N

Cumberland County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit <http://www.lep.gov>.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to

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programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations. DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (TTY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: <http://www.ada.gov>.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

WEATHERSPOON ENTERPRISES, INC

- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
- g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).


Signature

President/CEO
Title

Weather Spoon Enterprises, Inc.
Agency/Organization

June 18, 2024
Date

(Certification signature should be same as Contract signature.)

WEATHERSPOON ENTERPRISES, INC

CONTRACT #: 2025283



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

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

Company Name: Weatherspoon Enterprises, Inc


Authorized Signer

Date 6/18/2024



WEATHERSPOON
ENTERPRISES INCORPORATED

Date: March 6, 2024

RFP #24-15-DSS County Department of Social Services
1225 Ramey Street
Finance Department Desk #41
Fayetteville, NC 28301

Attn: Vanessa Harris

Dear, Miss Harris. Please see package No. 5



4 March 2024

Vanessa Harris
Accounting Technician II
Email: VanessaHarris@ccdssnc.com
Phone: 910-677-2917

Request for Proposal #24-15-DSS

Transmittal Letter from Weatherspoon Enterprises Inc.

Dear Ms. Harris,

Weatherspoon Enterprises Inc. is pleased to submit this proposal to provide Armed Security Guard Services for Cumberland County, Department of Social Services. The purpose of this project is to support Cumberland County in strengthening and mitigating threats and risks to the public and infrastructure at DSS and to enhance the quality of the experience for the employees, visitors and guest. This is coupled with asset protection providing professional security services across all assigned DSS facilities security locations and related assets to include parking structures, gates, loading docks, entry/egress point and other security points as required. We believe our service delivery is unmatched and is enhanced by a client centered approach.

The Weatherspoon Enterprises model is an intentional focus on threats, environmental factors, point of entry high security risk and hazard prevention through an environmental lens augmented by smart security processes, technology and best practices.

Weatherspoon Enterprises Inc. is a security firm based in Charlotte, North Carolina. Our services to date have spanned business in Mecklenburg, Union, Cabarrus, and Iredell Counties. As a high quality, independent security services and consulting firm, Weatherspoon Enterprises Inc. is most capable and interested in providing security services to the Cumberland County DSS.

Over the last several years, we broadened our security services delivery to include new commercial and residential development, university security, public housing authority and retail. We believe in our work and the partnerships we have developed

within the law enforcement community to build on safer environments to facilitate protection of people and assets.

We propose a service delivery that includes human capital as well as the latest in cutting edge technology. We intend to use our real time schedule system known as Deputy to sustain our people deployment strategy while servicing DSS. In addition, we provide the capacity to use autonomous self-propelled and stationary monitored robots to add tremendous value and support to the law enforcement and security focus while enhancing the customer comfort and quality of security at DSS Facilities.

This proposal commits the highest level of our firm's resources. This project will be managed by a senior manager within the firm who will serve as the primary lead for this project. Weatherspoon Enterprises possess a strong and proven commitment to providing exceptional security services to public and private partners.

Weatherspoon Enterprises maintains the following licensing and registrations issued and authorized the NC Private Protection Services Boards:

- Unarmed Security licensing
- Courier Licensing
- Private Investigator Licensing
- Armored Courier Services

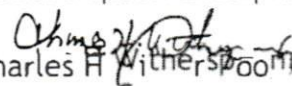
In addition, the key leadership team has broad public safety experiences that spans more than forty-five years in municipal policing within local government.

In additional to our broad and tenured law enforcement and security portfolio, we have a strong command of work force development which supports our ability to leverage hidden and qualified talent across the employment market of passive and active job seekers.

Thank you for the opportunity to submit this proposal. We look forward to working with the Cumberland County team and other security partners on this important security operations plan for the department of social services.

Best Regards,

Weatherspoon Enterprises Inc.


Charles H. Witherspoon, CEO
5700 Executive Center Drive
Suite 101 Charlotte, North Carolina
28212 charles@weatherspoonsecuri
276-356-8512

A. EXPERIENCE AND QUALIFICATIONS

Weatherspoon Enterprises Inc. is a S Corporation type incorporated in North Carolina in 2013. With more than ten years of service, the company is proud to host a strong record of quality security services. We provide broad security services to diverse clients to include residential, retail, universities, commercial construction spaces and government sponsored enterprises. Our major client is Inlivan properties formerly Charlotte Housing Authority. We found our initial niche in new construction protection within the Charlotte market surge during the commercial and residential development boom over the last decade.

We liken our experience in construction security to that related to the extreme growth and development in thriving and emerging communities. Our strength in mitigating broad security threats and loss proved valuable which allowed us to grow with repeat clients. In addition, providing security to medium and high-risk residential facilities and government sponsored locations while controlling security access became a business passion and strength in our service delivery.

Our largest client is that of a county wide public housing organization the largest of its industry in North Carolina where we provide broad security services across the community to office and residential secure spaces.

The Chief Executive Officer for Weatherspoon Enterprises Inc shall serve as the principal market manager for this contract. However, the site and locality manager Joshua Ruiz shall serve as both contract project manager and implementation manager for the security operations implementation plan for Cumberland County. The project manager shall report directly up to the CEO for this project.

The Shift Security Supervisor assigned to Cumberland County DSS shall be responsible for planning and staffing operational plans throughout the security operations in collaboration with peers leading the security deployment plans.

During the transition plan from current provider Unarmed Security Guards shall be assigned to one of two Primary 12-hour shifts linked to the Pittman schedule model. In addition, unarmed guards shall be assigned to additional security post as directed by this contract which may include additional shifts that serve 8 hours as needed.

Charles Witherspoon CEO

Charles Witherspoon is the founder and owner of Weatherspoon Enterprises Inc. His experiences span more than 30 years in law enforcement. He has mastered developing and overseeing operational plans and business development. He managed operations that ranged from drug interdiction teams, threat assessments, counterintelligence to terrorism, and responding to active shooter situations, as well as securing large-scale events, venues, buildings and corporate assets. He served as the

Director of Security for the Cannon School establishing its inaugural security department. He has a Bachelor of Arts degree from Pfeiffer University plus a Masters of Business Administration degree from the University of Phoenix and has proudly served in the Charlotte Mecklenburg Police Department.

Antoine M. Ensley Sr. Chief HR Officer

Antoine Ensley Sr. joined Weatherspoon Enterprises Inc. in 2022 as consulting Chief HR Officer. His experiences include former tenure as a shift commander with Charlotte-Mecklenburg Police Department having served 12 years with the agency. He was appointed Chief of Police for a smaller municipal in western NC before later assuming the role of Superintendent of Juvenile Justice for the City of Norfolk. He rejoined the City of Charlotte in 2012 where he served as a HR Division Manager for talent acquisition and workforce development. He also served at the City's Drug and Alcohol Administrator responsible for overseeing the City's responsibility for drug testing under FTA, FMCSA and the City testing authority. Antoine Ensley holds an MBA complimented by national credentials as a certified Senior Professional in Human Resources, certified Workforce Development Professional and Diversity Recruiter.

Christine Gray VP Finance

Christine Gray is a graduate from the University of Illinois, Urbana - Champaign. She holds a BA in Economics and is an accomplished data analyst, NC licensed Realtor, and CompTia certified technical and international trainer /business consultant. Christine has traveled extensively abroad training and teaching in the field of data analytics and business acumen. She currently serves as Asst Vice President of Finance with Weatherspoon Enterprises Incorporated.

Joshua Ruiz Director of Operations

Joshua is a highly experienced security administrator with a diverse background. He will serve as the project administrator and is responsible for assisting the project manager with staffing the local office and ensuring a smooth transition into Cumberland County to include a thorough staffing plan that provides avenues for local employment to aid in supporting local economic development initiatives. He is a strategically focused Operations Leader with proven success in driving improvements in productivity, processes, customer service, and profitability. Recognized for ability to turn around underperforming operations, identify deficiencies and opportunities, and develop innovative and cost-effective solutions for reducing expenses, enhancing competitiveness, and increasing revenues. An effective communicator with the ability to handle high stress situations and proficient with de-escalation techniques.

Felecia Murray Security Operations Manager

Felicia Murray is a licensed security officer and manager in the local charlotte market. She will serve as the interim local security supervisor and will assist in sourcing local security personnel talent to be trained and assume the Cumberland County security supervisor role at the Ransey Street DSS main facility. She will help recruit both the fulltime supervisor and relief supervisor as a contingency manager. All personnel will be thoroughly trained and equipped to assume the role.

B. COST OF SERVICES

Refer to the Attachment C Cost Proposal

C. PROJECT ORGANIZATION (MANAGEMENT PLAN)

Weatherspoon Enterprises Inc. ensures that all Armed Security guards and new hires are properly trained and obtains the required certifications. We work to audit personnel training files and HRMS systems to ensure staff are recertified and trained according to training plans, state requirement, specific roles and client contract requirements.

Supervisors and managers are expected and required to produce and conduct quarterly and annual performance reviews with all subordinate personnel.

The scope of services provided by Weatherspoon Security for Cumberland County includes the provision of professional security guard services at The Ramsey Street main office and the Spring Lake Location. The services to be provided include routine foot patrol during normal operating hours of the facilities, responding to calls for service based on incidents that occur or other requests, providing CPR and cardiac defibrillation through the use of an AED, providing reports of incidents and other statistical information, and performing other duties as outlined within the RFP and as directed by the County.

Weatherspoon Security shall be responsible for furnishing corporate and on-site management, technical support, trained security staff, and any equipment, tools, materials, or supplies necessary to provide the services.

Weatherspoon Security shall designate an experienced and qualified Account Manager who will serve as the primary point of contact for the county's designee/Project Manager. The Account Manager will be responsible for overseeing the security operations at all Cumberland County DSS facilities, ensuring compliance with the RFP requirements, and addressing any concerns or issues that may arise.

We shall provide a comprehensive training program for all assigned personnel. The training program shall include, at a minimum, Private Protective Service Security Officer Basic Course for both unarmed and armed officers. The program will also include additional training modules

covering emergency response, first aid/CPR, report writing, customer service, and any other specialized training required by the Cumberland County. All personnel will be required to complete annual refresher training to ensure they remain up-to-date with the latest policies and procedures.

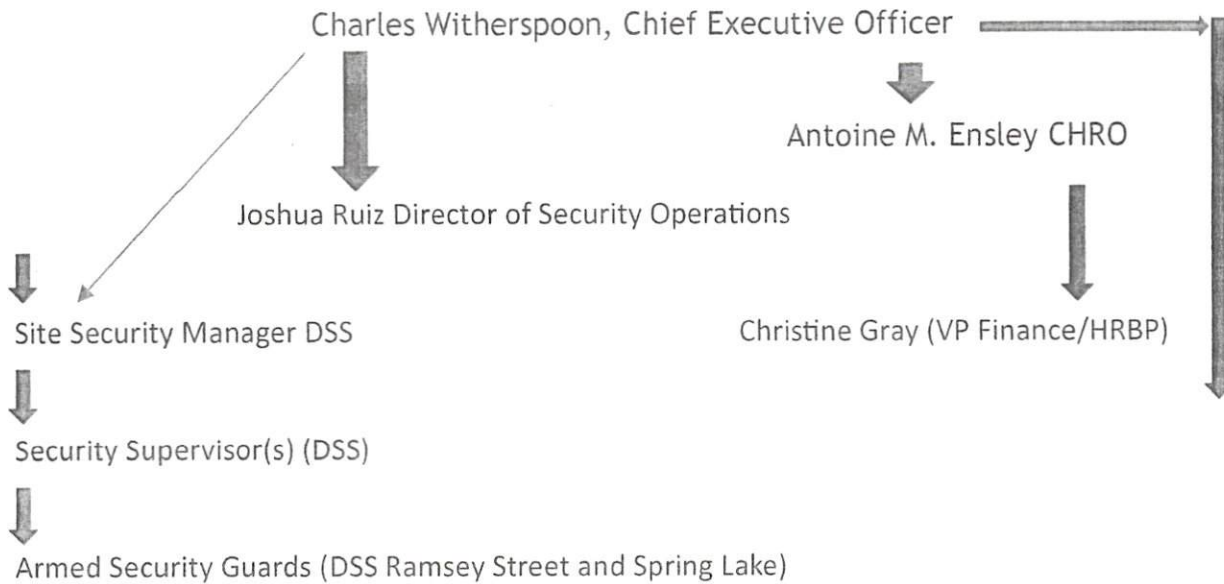
Weatherspoon Security shall provide personnel uniforms that are professional, clearly identify them as security personnel, and comply with all relevant safety regulations. Shift scheduling shall be designed to provide appropriate coverage at all times, with a mix of full-time and part-time personnel as necessary to ensure continuity of service.

Weatherspoon Security shall obtain approval of the implementation plan from the County's Project Manager prior to the start date of Services. The plan shall include all the above details and any additional requirements outlined in the RFP. We shall confer with the Cumberland County Project Manager to ensure compatibility of requirements and supplies with County operations. We shall also provide the county with the company's processes and procedures used to ensure personnel certifications and training remain in compliance with all legal requirements.

Weatherspoon security shall sustain compliance by providing for an annually comprehensive training program for all personnel to ensure they understand and follow all relevant regulations, policies, and procedures. This may include ongoing training and certification programs, regular reviews of company policies and procedures to ensure they are up to date with current laws and regulations, and working closely with the county's designated Project Manager to ensure that any changes in legal requirements are promptly communicated and implemented.

Weatherspoon has a robust internal audit program that assesses compliance measures to identify areas for improvement and ensure they remain compliant with all legal and customer focused requirements. This is met with a continuous improvement approach embedded in the sustainable operations plan.

Note: Chart of Organizational Structure



D. PROCEDURES/REPORTING

In its Proposal, vendor shall provide a description of its approach to the methodology and management to the scope of work for the project. It shall include the tracking and handling thereof all unfavorable incidents, to include follow-ups and reporting.

Weatherspoon Security provides training to all security personnel on how to write accurate and complete incident reports, including guidelines on what information should be included for each incident. This training emphasizes the importance of documenting all relevant details and the potential impact that incomplete or inaccurate reports may have in legal proceedings. Additionally, we have an established process for supervisors to review and provide feedback on reports.

We use a technology platform called Silvertrac as our scanning and tracking system for security post accountability checks. In addition, the software serves as our electronic incident reporting system. The platform a multi-dimensional reporting and tracking system that we use as a mechanism for data retrieval and analysis. The scanning technology serves as key component to ensure our guards are inspecting and monitoring critical risks and threat points throughout the facility while roving at both the Ramsey Street and Spring Lake location.

In addition, we provide log books that are easy to use and keep organized. We are intentional about deploying log books for each operational post. The logbook is a physical and central tracking tool for events and incidents that shall be documented accurately and timely. The shift supervisor is expected and required to inspect logbooks during each work shift to ensure that they are maintained in accordance with established guidelines. The silvertrac reporting and

tracking system coupled with post logs serves as dual way to ensure thorough reporting of incidents and people movement about the secure locations of DSS.

Our electronic reporting system allows security personnel to document all security incidents or requests. All security personnel are trained on how to use the electronic reporting system, including guidelines on what information should be included for each incident or event.

E. REFERENCES

Inlivian properties (Formerly Charlotte Housing Authority)

Allison Preston

704-301-3004

apreston@inlivian.com

Go Eagle Energy

Karen B Soares

540-207-2349

kbs@goeagleenergy.com

Carocon Construction

Scott Gregory

704-525-1410

sgregory@carocon.com



CUMBERLAND COUNTY

NORTH CAROLINA

DEPARTMENT OF SOCIAL SERVICES

Request for Proposal #24-15-DSS

SECURITY OFFICER SERVICES

Date of Issue: February 6, 2024

Deadline for Questions: February 13, 2024 (Tuesday) at 4:00 PM (EST)

Proposal Due Date: March 11, 2024 (Monday) at 4:00 PM (EST)

Direct all inquiries concerning this RFP to:

Vanessa Harris

Accounting Technician II

Email: VanessaHarris@ccdssnc.com

Phone: 910-677-2917

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

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1.0 PURPOSE AND BACKGROUND

The purpose of this RFP is to identify companies who can provide armed security services at two county owned facilities during normal business hours and during any special events which require the facility to be opened after normal business hours.

2.0 PROPOSAL INSTRUCTIONS & REQUIREMENTS

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

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

2.2 PROPOSAL SUBMITTAL

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

Mailing address for delivery of proposal via US Postal Service	Office Address of delivery by any other method (special delivery, overnight, or any other carrier)
<p><i>PROPOSAL TITLE:</i> <i>RFP #24-15-DSS Security Officer Services</i></p>	<p><i>PROPOSAL TITLE:</i> <i>RFP #24-15-DSS Security Officer Services</i></p>
<p><i>Cumberland County Department of Social Services</i> <i>Attn: Vanessa Harris</i> <i>PO Box 878</i> <i>Fayetteville, NC 28302</i></p>	<p><i>Cumberland County Department of Social Services</i> <i>Attn: Vanessa Harris</i> <i>1225 Ramsey St</i> <i>Finance Department – Desk #41</i> <i>Fayetteville, NC 28301</i></p>

IMPORTANT NOTE: All proposals shall be physically delivered to the office address listed above on or **before 4:00 pm**, as per the clock located in the Department of Social Services Finance Department on **Monday, March 11, 2024**, regardless of the method of delivery. 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 proposal to the Cumberland County Department by the submission deadline. Any proposal received after the proposal submission deadline will be rejected.

- a) Submit **one (1) signed, original executed** proposal response, *four (4)* photocopies, and *one (1)* electronic copy on a flash drive.
- b) Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. Proposals will be subject to rejection unless submitted with the information above included on the outside of the proposal package.

- c) The electronic copy of your proposal must be provided on a flash drive. The files on the flash drive **shall NOT** be password protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.

All proposal addendums and/or corrections will be posted on the Cumberland County Vendor Self Service site <https://ccmunis.co.cumberland.nc.us/vss/default.aspx> . Vendors who submit a notice of intent to bid to email VanessaHarris@ccdssnc.com will receive addendums by email. The County has the right to reject any and all proposals.

2.3 PROPOSAL QUESTIONS

Written questions shall be emailed to VanessaHarris@ccdssnc.com by 4:00 PM on Tuesday, February 13, 2024. Vendors should enter "**RFP #24-15-DSS Security Officer Services: Questions**" as the subject for the email. Questions will not be answered by phone. Questions submittals should include a reference to the applicable RFP section.

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

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

2.4 RFP TERMS & CONDITIONS

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

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

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

3.0 NOTICES TO VENDOR

3.1 PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY

PROHIBITED COMMUNICATION: Each vendor submitting a proposal, including its representatives, sub-contractors, 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 Department as designated in this RFP. A vendor who does not comply with this provision may be disqualified from award of a contract.

IMPORTANT INFORMATION! CONFIDENTIAL INFORMATION: The proposal must not contain any information marked as “confidential” or as a “trade secret” or in any other manner as to indicate that it is information protected by the Trade Secrets Protection Act (the “Act”) as set out in Article 24 of Chapter 66 of the North Carolina General Statutes, **unless the vendor has noticed the County Department of its intent to designate any information in the proposal as such and received permission from the County Department to do so in writing.** Vendor’s notice to the County 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 Department determines the information for which confidentiality is requested is a “trade secret” covered by the Act, it will notify the vendor how to mark the information in the proposal and will identify the measures that County will take to protect the confidentiality of the information. Vendor’s submission of a proposal after receipt of this notice from the County Department shall be deemed to be acceptance of the County Department’s statement of how it will maintain confidentiality. If the County Department determines the information for which confidentiality is requested is not a “trade secret” covered by the Act, it will notify vendor of that determination. Any proposal marked with any information as “confidential” or as a “trade secret” or in any other manner as to indicate that it is information protected by the Act in violation of this section shall be regarded as not responsive to the request for proposals and shall not be considered.

3.2 PROPOSAL COMPLIANCE

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

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

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

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

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

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

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

3.3 PROPOSAL EVALUATION PROCESS

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

3.4 EVALUATION CRITERIA

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

Criteria	Points
1. Experience and Qualifications	30 points
2. Cost of Services	25 points
3. Project Organization (Management Plan)	20 points
4. Procedures/Reporting	10 points
5. References	15 points
Total	100 points

3.5 METHOD OF AWARD

RFP will be awarded based on best overall value method of award.

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

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

4.0 SCOPE OF WORK & VENDOR'S PROPOSAL CONTENT REQUIREMENTS

4.1 SCOPE OF WORK

A. LOCATION

Armed security officer services will be scheduled at the following specified locations:

- a) Cumberland County Department of Social Services, 1225 Ramsey Street, Fayetteville, NC 28301
 - a. 3 Armed Security Guards required at this location (with the possibility of increasing to 5 Armed Security Guards in the future), with one being a Supervisor.
- b) Cumberland County Family Resource Center, 103 Laketree Blvd., Spring Lake, NC 28390
 - a. 1 Armed Security Guard required at this location.

B. SERVICE SPECIFICATIONS

Duties of the Armed Security Service Officer:

- a) Secure premises and personnel by patrolling property; monitoring surveillance equipment; inspecting buildings, equipment, and access points
- b) Monitor security compliance by all persons entering the agency at the customer entrance metal detectors
- c) Prevent losses and damage by reporting irregularities; informing violators of policy and procedures; restraining trespassers
- d) Complete reports by recording observations, information, occurrences, and surveillance activities; interviewing witnesses; obtaining signatures
- e) Performs indoor and outdoor patrols

- f) Ensure the security, safety and well-being of all personnel, visitors and the premises
- g) Provide excellent customer service
- h) Respond to emergencies to provide necessary assistance to employees and customers
- i) Provides escorts to vehicles for customers and employees when needed
- j) Monitors meetings with volatile customers to ensure the safety of all parties involved
- k) At least 1 security wand must be provided by security company at each location.
- l) One preferably marked security vehicle to be present outside and to patrol the property at the Ramsey Street location only. Security vehicle shall be a standard sedan.

The County reserves the right to request immediate removal and replacement of any security officer deemed unskilled, under-skilled, careless, insubordinate, unsuitable, inadequately prepared, or otherwise objectionable.

C. ELIGIBILITY

- a) A minimum of 5 years experience providing armed and unarmed security officer services.
- b) Shall be licensed to offer and perform armed and unarmed security officer services in the State of North Carolina. **A copy of this license must be provided with the RFP response.**

D. ADDITIONAL:

- a) Proposals must include rate per hour and any holiday and/or overtime rates that apply
- b) 40 hours of work per guard will be required weekly, with availability for overtime as needed.

DSS Main Location (Ramsey Street)

Shift 1 – 7:30 AM – 4:30 PM – 1 Supervisor

Shift 2 – 9:00 AM – 6:00 PM – 1 Guard

Shift 3 – 12:30 PM – 9:30 PM (M-Th)/Friday 10:30 AM – 7:30 PM – 1 Guard

Spring Lake Location

8:00 AM – 5:00 PM (M-F Only) – 1 Guard

Hours subject to change due to Disaster Relief Efforts.

Holidays are observed in accordance with the Cumberland County Holiday Schedule. There is no service requirement on these dates.

- c) Proposals must include security wands and vehicle cost, as all inclusive – lease, fuel, maintenance and insurance, if applicable
- d) Contractor must be able to provide security services during disaster duty situations in which the Department of Social Services must be open to provide disaster relief assistance.
- e) There are no specific uniform requirements outside of professional security attire consistent throughout the workforce.

4.2 VENDOR'S PROPOSAL REQUIREMENTS

The vendor's proposal must include the required information below. Proposals shall be tabbed, using the titles identified in this section, to identify the required information. Tabs must be in the same order as listed below. Failure to submit this information may render its proposal non-responsive. **Vendors are urged and cautioned to read the notices in Section 3.1. Noncompliance with the confidentiality requirements will result in a proposal being considered nonresponsive.** The County desires all proposals to be identical in format in order to facilitate comparison. While the County's format may represent departure from the Vendor's preference the County requires strict adherence to the format. The proposals shall be in the format described below:

A. EXPERIENCE AND QUALIFICATIONS

In its Proposal, vendor shall provide a brief history of the firm (maximum one page) including the number of years the firm has been in business and its major client engagements. The vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the County of Cumberland. Vendor shall provide

information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. Resumes should be submitted for all, to include guards, supervisor, and management personnel.

B. COST OF SERVICES

Cost must be submitted using **Attachment C: Proposal Cost**. Cost shall be all inclusive. **Exclude all sales tax from your proposal**. If discount is available for prompt payment, identify terms so it may be considered in analyzing proposal. The proposals must include rate per hour and any holiday and/or overtime rates that apply.

C. PROJECT ORGANIZATION (MANAGEMENT PLAN)

Vendor's proposal shall include a description of the organizational and operational structure and how it proposes to be utilized for the work described in this RFP and identify the responsibilities to be assigned to each person the vendor proposes to staff the work. The management plan must also include detailed information pertaining to training and certification programs provided to security guard personnel.

D. PROCEDURES/REPORTING

In its Proposal, vendor shall provide a description of its approach to the methodology and management to the scope of work for the project. It shall include the tracking and handling thereof all unfavorable incidents, to include follow-ups and reporting.

E. REFERENCES

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

COMPANY NAME	CONTACT NAME/TITLE	TELEPHONE NUMBER	EMAIL ADDRESS
Inlivan formerly Charlotte Housing Authority	Allison Preston	704-301-3004	apreston@cha-nc.org
CAROCON	Scott Gregory	704-525-1410	sgregory@carocon.com
Go Eagle Energy	Karen B Soars	540-207-2349	kbs.goeagleenergy.com

5.0 CONTRACT TERMS AND CONDITIONS

5.1 IRAN DIVESTMENT ACT

As provided in N.C.G.S. 147-86.55-69, any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the 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 shall have an initial term of one (1) year, beginning on the date of contract award (the "Effective Date"). The CONTRACTOR shall begin work under the Contract within 1 business days of the Effective Date.

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

5.6 PRICING

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

5.7 INVOICES

a) Invoices must be submitted to the following address: Cumberland County Department of Social Services

Attn: Finance

PO Box 878

Fayetteville, NC 28302

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

5.8 PAYMENT TERMS

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

5.9 APPROPRIATION OF FUNDS

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

5.10 FINANCIAL STABILITY

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

5.11 INSURANCE:

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

5.12 GENERAL INDEMNITY

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

5.13 ENTIRE CONTRACT

This contract 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 proposal herein.

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

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

Attachments to this RFP begin on the next page.

ATTACHMENT A: INSTRUCTIONS TO VENDORS

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

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

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

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

12. **INSPECTION AT VENDOR'S SITE**: The County reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective vendor prior to Contract award, and during the Contract term as necessary for the County determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

13. **AFFIRMATIVE ACTION**: The vendor will take affirmative action in complying with all Federal and County requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.

14. **VENDOR REGISTRATION**: Vendor's are not required to register as a vendor in our system in order to submit a bid; however, registration is recommended so that vendor information is available for future opportunities. New vendors can register by visiting the following URL: <https://ccmunis.co.cumberland.nc.us/vss/default.aspx> .

This Space is Intentionally Left Blank

ATTACHMENT B: EXECUTION OF PROPOSAL

EXECUTION

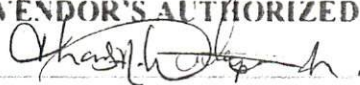
In compliance with this Request for Proposal (RFP), and subject to all the conditions herein, the undersigned vendor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this proposal, the undersigned vendor certifies that this proposal is submitted 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 complete, execute/sign (E-signature or handwritten) proposal prior to submittal shall render the proposal invalid and it WILL BE REJECTED

VENDOR: WEATHERSPOON ENTERPRISES INC./ DBA WEATHERSPOON SECURITY		
STREET ADDRESS: 5700-101 Executive Center Dr	P.O. BOX:	ZIP: 28212
CITY & COUNTY & ZIP: CHARLOTTE, MECKLENBURG 28212	TELEPHONE NUMBER: 276-356-8512	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: CHARLES H WITHERSPOON, CEO	FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: 2-8-2024	EMAIL: CHARLES@WEATHERSPOONSECURITY.COM

ATTACHMENT C: PROPOSAL COST

Proposal cost must include cost of personnel, operation and maintenance expenses for the Group Home in the following format:

Show proposing costs for each contracted year. Contracts are to run concurrent with the County's fiscal year of July 1 – June 30. Proposal cost amounts shall be provided for the following:

<u>Position</u>	<u>Initial Year 1</u>	<u>Renewal Year 2</u>	<u>Renewal Year 3</u>
<i>Armed Guard Supervisor at Ramsey St. – 1 Supervisor</i>			
Guards Wage	\$ 19.85	\$ 21.04	\$ 22.30
Bill Rate	\$ 31.75	\$ 33.65	\$ 35.67
Holiday Bill Rate	\$ 32.75	\$ 34.65	\$ 36.67
Overtime Bill Rate	\$ 29.63	\$ 31.41	\$ 33.30
<i>Armed Guard at Ramsey St. – 2 Guards</i>			
Guards Wage	\$ 16.55	\$ 17.54	\$ 18.59
Bill Rate	\$ 25.10	\$ 26.60	\$ 28.20
Holiday Bill Rate	\$ 26.10	\$ 27.60	\$ 29.20
Overtime Bill Rate	\$ 24.83	\$ 26.31	\$ 27.89
<i>Armed Guard at Laketree Blvd. – 1 Guard</i>			
Guards Wage	\$ 16.55	\$ 17.54	\$ 18.59
Bill Rate	\$ 25.10	\$ 26.60	\$ 28.20
Holiday Bill Rate	\$ 26.10	\$ 27.60	\$ 29.20
Overtime Bill Rate	\$ 24.83	\$ 26.31	\$ 27.89
<i>Security Vehicle – One required for Ramsey St location only</i>			
Bill Rate (per MONTH)	\$ 1,200	\$ 1,300	\$ 1,300 ^{CH}
<i>Security Wands – One required for each location</i>			
Bill Rate (per MONTH)	\$ 55.00	\$ 55.00	\$ 55.00
<u>Proposed Monthly Bill</u>	\$ 16,242.00	\$ 17,238	\$ 16,838
<u>Proposed Annual Bill</u>	\$ 194,904	\$ 206,856	\$ 219,156

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: WEATHERSPOON ENTERPRISES INC./ DBA. WEATHERSPOON SECURITY

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:

 _____ 3/05/24
Signature Date
Charles H. WITHERSPOON President/CEO
Printed Name Title

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

Charles Witherspoon, MBA

Mobile: (704) 578-9556

Email: CharlesWitherspoon@me.com | LinkedIn: [linkedin.com/in/CWitherspoonjr](https://www.linkedin.com/in/CWitherspoonjr)

RISK & SECURITY EXPERT

Multifaceted risk and security expert and retired law enforcement professional with over 38 years' experience. Seeking an organization that is passionate about people and the processes that protect people, assets, and communities. Brings an accomplished career of practical experience comprising of working with students and youth, executives, athletes, and celebrities; securing large-scale events, venues, buildings, and assets; developing operational and response plans concerning business and educational continuity; managing crisis response, threat assessments, counterintelligence to terrorism, and responding to active shooter situations.

Competencies

- | | | |
|---------------------------------|----------------------------------|---------------------------|
| ▪ Risk Mitigation | ▪ Crisis Management | ▪ Organizational Change |
| ▪ Environmental Health & Safety | ▪ Campus/Executive Security | ▪ Active Shooter Response |
| ▪ Data Analysis | ▪ Diversity, Equity, & Inclusion | ▪ Collaboration/Teamwork |

Professional Experience

President/CEO

2011-Present

Responsible for making major corporate decisions, managing overall operations, and setting the company's strategic direction, leading the development and training of the organization's long-term, short-term strategies. Manage overall operations and make major decisions affecting the organization. Manage the organization's resources, negotiate, and approve agreements and contracts for the organization.

Director of Safety & Security, Cannon School, Independent College Preparatory Jk-12

2019-2021

Conceptualized, developed, and implemented newly created programs and security measure plans to protect the learning environment, human life, property, and business operations of the institution. Established the Continuity of Operational Plan (COOP) and activated the plan during the COVID-19 pandemic.

Key Achievements:

- Developed and deployed Crisis Management and Threat Assessment Teams
- Initiated the implementation of Global Security Operations Center (nucleus for Crisis Management)
- Facilitated Best Practices Training and proprietary Active Shooter Training
- Managed over 16 employees.

Security Consultant (Physical Security), Carocon Corporation

2003-Present

Efficiently directs, plans, manages, and monitors full-cycle implementation of risk assessments and security plans for businesses and new construction projects through Environmental Design (safeguarding current and future occupants). Manages personnel on multiple projects and supervises training for new employees.

Key Achievements:

- Successfully consulted and made recommendations for technology services through Full-cycle Security Management (Environmental Design/Pre-construction, Physical Security/Post-construction, Criminal Investigations/Civil Offenses, CCTV/Camera positioning) for over 50 projects
- Maintained 98% safety rating on all sites (2017-Present)
- Provided 100% security rating on all sites (2015-Present)
- Effectively closed over 100 criminal complaint investigations involving non-compliance and violations of civil laws
- Manage over 25 employees.

Consultant, Weatherspoon Enterprises (Charlotte-Mecklenburg Police Department)

2013-2016

Delivered consulting services through leadership, coaching, and managing a team of 26 direct reports within 13 divisions in Mecklenburg County serving a population of more than one million people. Led and influenced compliance efforts associated with both state and federal criminal and civil laws that govern criminal activity and compliance issues within the business community.

Key Achievements:

C. Witherspoon

- Thoroughly initiated newly created and inaugural Nuisance Enforcement Strategy Team (NEST) and spearheaded the development of the Nuisance Laws of Mecklenburg County
- Recognized nationally and travelled the U.S. training on SMART Policing and NEST Practices
- Developed Terrorism Training (Human Behavior in Public Places) and successfully trained to Transportation Security Administration (TSA)
- Provided Executive Protection for Democratic National Convention (DNC-2016)

Dean of Academic Studies, ITT Technical Institute**2010-2016**

Enthusiastically provided leadership on campus for both faculty, staff, and students while maintaining a high level of integrity and loyalty to the organization. Responsible for developing security plans, investigating violations of the Cleary Act, while managing vital components of our organization such as information technology, building security, personal security, registration, finance, census reports, and HR related issues such as, recruitment, and job placement.

Key Achievements:

- Successfully managed a division of 15 employees with 4 direct reports spearheading overall campus compliance (HR, student complaints, academic appeals, budgets, and collaborated with cross functional teams across the campus community)
- Thoroughly coached and mentored returning citizens and non-traditional students (356 students per year)

Manager/Agent, Drug Enforcement Administration Task Force**2001-2012**

Directed, designed, and executed the Narcotics Interdictions team consisting of 13 direct reports at Douglas International Airport with a traveling population of more than 10 million people. Collaborated in cross-functional teams with stakeholders such as DEA, FBI (county and federal investigations) to establish partnerships to eradicate illegal controlled substance and terrorism within the transportation industry throughout the United States and across the globe.

Key Achievements:

- Managed, supervised, and investigated over 500 criminal cases at Charlotte Douglas International Airport, Amtrak, and Greyhound bus station.
- Collaborated with airline officials on extremely sensitive and secret investigations concerning potential terrorist threats to the airline industry and the flying public.
- Trained TSA-BROs on Criminal Behaviour recognition and interview techniques

OTHER RELEVANT EXPERIENCE**Executive Protection Consultant, Apollo Consulting, LLC****2002-2006****Criminal Investigator, (CMPD) – Charlotte Mecklenburg Police Department****2010-2013****Community Police Officer, Charlotte Mecklenburg Police Department****1987-1991****Certifications & Permits**

- **Private Investigator**-Certified by NC Private Protective Services
- **HR218 Certification**-Retired Law Enforcement Concealed Carry Permit
- **Unarmed License**-NC Personal Protective Services Board
- **Deputized** by Federal Bureau of Investigations (FBI) & Drug Enforcement Administration (DEA)
- **Active Shooter Training Certification**-Charlotte Mecklenburg Police Department
- **Cyber Security Training** Certified-Data Connectors

Advisory Boards, Community / Military Service**Volunteer, I Am WE Foundation,**

(PAST) Board Member, Jacob's Ladder Alternatives, Inc. Developed alternatives to detention and incarceration and built community programs for youth and young adults.

(1982-1987) Sergeant/E-5, United States Army, Europe, Middle East, United States Supervised and led reconnaissance and an intelligence team of 9 in Rapid Deployment Division across the world for in-depth military

Education

2005

Master of Business Administration. *University of Phoenix*

Business Administration

1998

Bachelor of Arts, *Pfeiffer University*

Criminal Justice

Joshua G. Ruiz

3293 E. Hwy 150, Lincolnton, NC 28092 | P: (559) 296-6099 | E: jruiz18333@gmail.com

Personal Statement

Strategically focused Operations Leader with proven success in driving improvements in productivity, processes, customer service, and profitability. Recognized for ability to turn around underperforming operations, identify deficiencies and opportunities, and develop innovative and cost-effective solutions for reducing expenses, enhancing competitiveness, and increasing revenues. An effective communicator with the ability to handle high stress situations and proficient with de-escalation techniques.

Experience

DIRECTOR OF OPERATIONS | WEATHERSPOON SECURITY | 2/2022 - CURRENT

- Worked directly with the President & CEO of the organization.
- Managed the day-to-day operations of the entire organization.
- Supervised a leadership team of 6 Supervisors who managed 6 different areas of the business. Operations Managers, SOC Monitoring, Recruitment, Scheduling, Training & Development and Administration.
- Conducted weekly meetings with leadership to conduct follow ups of weekly issues, concerns, achievements, scheduling, etc.
- Created & implemented new company policies and procedures, site operating procedures, site inspection forms, logs.
- Attended weekly meetings with the CEO, CFO & CHRO to discuss weekly updates, discuss company goals, address company issues/concerns.
- Conducted Leadership Development Courses for our Leadership Team on Mondays of every week.
- Created and conducted Officer based training programs and courses once per month. Training addressing current issues facing our workforce.
- Conducted weekly 1 on 1 training with each leader in their departments to ensure successful operation.
- Attended Safe Community Initiative Meetings to address resident concerns, officer issues, crime prevention techniques, etc.
- Conducted monthly client meetings to address any issues or concerns, staffing, labor and overall satisfaction with the company.
- Attended and involved in weekly Executive Staff, Finance & Human Resources Meetings.
- Managed the Brand & Business Development department to create revenue sources, new clients & contracts, etc.

CAPTAIN | TAILORMADE PROTECTIVE SERVICES - PIEDMONT TOWN CENTER | 8/2022 - 12/2022

- Managed the day-to-day operations of Piedmont Town Center
- Supervised a team of 8 employees.
- Assisted Senior Property Management with development of Site Operating Procedures.
- Developed and implemented a new site-specific Security Officer Training Plan.
- Attended RCOA Meetings and Property Management Meetings.
- Conducted random site patrols, Loading Dock Access, Mail Room Access, Special event security.
- Managed the Guard Trax scan system. Gathered guard tour information, evaluated guard tour patterns through daily reports.
- Prepared and proofread daily activity reports that were submitted daily to Senior Property Management.
- Assisted Officers with daily patrols, parking enforcement, issuing citations and client/employee contact.

OWNER| SCOOPS BY THE SQUARE | 04/2020 - CURRENT

- Owner/Operator of Blue Bell Ice Cream Franchise Location.
- Day to day operations of this location to include opening & closing checklists
- Daily product inventory and Daily Safe & Register counts.
- Oversee P&L Reports and basic accounting functions
- Weekly ordering of product and supplies
- Labor scheduling for 18 employees which also includes weekly payroll.
- Conducted hands on. In person 1 on 1 training with all employees.
- Handled all guest complaints, guest recovery, personnel issues or concerns, Etc.

OPERATIONS DIRECTOR| CHICK-FIL-A, LINCOLNTON, NC | 08/2018 - 06/2022

- Managed and Directed the daily Dine-In & Drive Thru operations of the store.
- Attended monthly and quarterly meetings with Leaders, Directors and Operator
- Created and developed operational systems and processes to promote efficiency of the business
- Responsible for the training and development of Team Members, Crew Leaders and Shift Leaders
- Coordinated with B.O.H. Director to ensure operational success
- Scheduled front of house development training sessions for Shift Leaders and Crew Leaders
- Worked an alternating schedule to provide support and guidance to all shifts.
- Assisted with Grand Opening Training and Support
- Proficient in all stations and work areas in Front of House and Back of House

TEAM LEAD| CHICK-FIL-A, FRESNO, CA | 04/2017 - 05/2018

- Managing Regular Shifts of FOH, BOH and Drive Thru
- Attended Weekly Management Meetings with Directors & Operator
- Responsible for Store Cleanliness Scores & Customer Satisfaction Surveys
- Training of New Employees assigned to FOH & Drive Thru
- Use of multiple apps to assist in Daily Sales, Operations, Scores and Labor.
- Managed all FOH E-Training for all new and current employees.
- Opened and Closed Restaurant on a weekly basis
- Knowledgeable in FOH Operations and BOH Operations
- 100% E-Train Completed

CAPTAIN | METRO SPECIAL POLICE & PUBLIC SAFETY | 08/2009 - 06/2014

- Supervised a team of 54 Uniformed Officers & Communications Officers
- Managed the daily operations of the Patrol Division & New Client Onboarding
- Assisted Owner(s) with new client contacts, new client onboarding, Service & Installation, Etc.
- Conducted random site inspections, uniform inspections, special event coverage & post coverage.
- Supervised the Metro Training Division and conducted random audits of training courses and webinars.
- Completed and submitted all officer registrant paperwork for PPSB.
- Attended weekly meetings with Owner(s), HR, Training Director, Patrol Supervisors to discuss current operations.

- Generated weekly schedules of all employees, payroll and special events scheduling.
- Supervised a team of 15 on our SRT (special response team) for special events and diplomatic security.

SWORN OFFICER/ JAILER | GASTON CO. SHERIFFS OFFICE | 07/2004 - 06/2008

- Assigned to the jail staff team to monitor and supervise inmates that were incarcerated.
- Managed the daily operations of assigned blocks and inmates.
- Controlled the movement and placement of all inmates assigned to our blocks.
- Managed inmates request forms and communication forms to the jail administrator or the courts.
- Conducted random searches of inmates sleeping quarters and personal belongings.
- Intervention of inmate disputes, physical altercations or threats to staff or other inmates.
- Assisted court officers in the transport of inmates from the jail to the courthouse.
- Transported inmates from jail facility to mental institutions or hospitals.

Education

CERTIFICATION/NC LICENSED | 09/2012 | SOUTHEASTERN SCHOOL OF AUCTIONEERING, INMAN, SC

- Related coursework: Successfully completed Auctioneer Program with the highest-class rating. Currently licensed as a Auctioneer with the state of North & South Carolina.

CERTIFICATE | 08/2002-06/2003 | GASTON COLLEGE, DALLAS, NC

- Related coursework: Emergency Medical Technician- EMT-B. Completed required courses and received my NC Certification as an EMT.

ASSOCIATES DEGREE | 08/1999 - 05/2002 | KINGS COLLEGE, CHARLOTTE, NC

- Graduate with an associate degree in paralegal studies.

DIPLOMA | 06/1999 | LINCOLNTON HIGH SCHOOL, LINCOLNTON, NC

- Advanced Studies in all courses. AP student and graduated with a 2.9 GPA.

References

- Hannah Long - Previous Supervisor - Lincoln Harris Properties - (704) 302-3228 - Charlotte, NC
- Erica Strum - Previous Employee - Tailormade Protective Services - (980) 949-1221 - Charlotte, NC
- Kristopher Green - Previous Employee - Weatherspoon Security - (910) 964-7191 - Charlotte, NC
- Troy Rodriguez - Operations Manager - Charlotte Knights - (781) 775-8237 - Charlotte, NC

Certifications

- NC PPSB Unarmed Certification
- NC PPSB Armed Certification
- SLED Unarmed Certification
- SLED Armed Certification
- NC PPSB Unarmed **Instructor**
- SLED Unarmed **Instructor**
- USCCA - CCW **Instructor**
- Taser International - Taser Certified
- OC/Pepper Spray Certified Trainer - Dallas Police Department
- Expandable Baton Certification - Police Science Institute
- North Carolina Notary
- North Carolina Licensed Auctioneer - Lic # 9575

Areas of Expertise

- HR Administration
- Talent Acquisition
- Employee Relations
- HR Consulting
- Workforce Planning
- Executive Recruitment
- Change Management
- Workforce Development
- Leadership Development
- Business Development
- Performance Management
- Project Management
- HR Audits/Assessments
- Employee Experiences

Industry Lines

- Government
- Human Resources
- Human Services
- Public Safety
- Retail Distribution

Computer Applications

- Chat GPT
- MS 360
- PeopleSoft
- JobAps Cloud
- ADP
- Gusto SAAS
- JOBAPP SAAS
- Zoom

Education

- MBA, Pfeiffer University
- BS, UNC Charlotte
- SPHR-60106983/SPHR

Professional Summary

People practitioner skilled in the art of people and systems development. Has a highly diverse background leading in HR in general and specialty disciplines strengthened by leadership roles in retail, human services and local government that include public safety. A consulting experience that leverages fresh views and perspectives suitable for changing and evolving organizations focused on the future of work.

Major Roles & Responsibilities:

Employee Relations

- Led and trained department heads and division leaders across the organization in better use of key metrics in turnover, engagement and climate data
- Developed a collaborative training program to equip supervisors and managers in conflict resolution and peer to peer coaching strategies to optimize performance
- Developed a policy review team to close operational gaps and strengthen focus on operational policies for greater alignment across departments
- Investigated and developed agency responses for EEOC cases in consult with legal partners also establishing pre litigation planning and lawsuit mitigation
- Served as system wide business partner over exit surveys for 8,000 Member workforce

Workforce Development/Planning

- Led the city in designing, building and developing the Career and Training Academy a program organized to institutionalize talent development grooming career pathways internally to impact recruitment challenges while developing home grown talent
- Partnered with the US and NC Department of Labor and built the first Apprenticeship program for a local government in the State netting more than 16 occupations across seven departments
- Led efforts to procure and improve the organization's ATS system in 8 months within the schedule timeline which required project management and collaboration among information technology department, human resources HRMS team and procurement.

Talent Acquisition

- Led the systemwide business strategy to build, develop, and grow the organization's inaugural talent acquisition division from concept to fruition in one year
- Developed the City's TA Division from one employee to a collective 14 an increase of 1400% by shifting the approach and model for recruiting across occupational disciplines
- Partnered with department heads in a government of more than 8,000 employees to develop a hybrid talent acquisition team across twenty-four departments to meet sourcing, full-cycle recruitment and human capital planning
- Partnered with the board and CEO Office and led recruitment and acquisition of Finance Director, Fire Chief, Police Chief, Information and Technology Director, City Attorney, and Risk Manager from 2018-2020.

Senior Hr Business Partner/Hr Consulting

- Led the study and analysis of the organization's change effort from a decentralized model to centralized approach to general HR services for ER and TA
- Partnered with senior leaders across the organization and developed systemwide realignment of shared services and assets for efficiency
- Developed objective and behavioral interview models to optimize candidate selection outcomes
- Provided HR consulting services for the organizations largest four departments focused on ER, TA and change management

Antoine M. Ensley Sr. SPHR, CWDP, CDR

Good Hope Works
City of Charlotte
City of Charlotte

Principle HR Consultant
HR Division Manager
Senior HR Consultant

December 2021-Current
January 2016-June 2022
January 2012-January 2016

Career History



April 7, 2022

To Whom it May Concern:

I am pleased to write this recommendation letter for Weatherspoon Enterprises Inc.

For the last year we have been using their security services to patrol our university due to the shortage of police officers. Their employees are professional, prompt, and diligent. Charles Weatherspoon and Kevin Boler are very responsive to the needs of the university. I would call Weatherspoon Enterprises Inc a company that can make it happen.

I am thoroughly satisfied with their security services and would like to recommend these same services for your company as well.

Sincerely,

Lesia G Finney

Chief of Police

Queens University of Charlotte Police Department

704-996-3161

1900 Selwyn Ave Charlotte, NC 28274

www.queens.edu

~~CAROCON~~

NC General Contractors License #6167
SC General Contractors License #G12068

March 28, 2021

To Whom it May Concern,

I have had the pleasure of knowing and working with Charles Witherspoon for over 21 years which Charles and his team has supplied and fulfilled site protection services for over 10 years and about 20 to 25 years for Carocon. They have worked at different residential construction sites throughout the city. Carocon Construction has many different and stringent requirements, and his security company has met every one of those requirements to work on site for Carocon with integrity and honesty.

Best Regards,

Scott Gregory
5934 Old Pineville Road
Charlotte, NC 28217



July 22, 2022

City of Charlotte
600 East Fourth Street
Charlotte, NC 28202

To Whom it May Concern:

It is my great pleasure to write this letter of recommendation for Weatherspoon Enterprises Incorporated. Over the years, Weatherspoon Enterprises has demonstrated that no job or sector is too small or too large. Whether the security services were for my small business or the college campus where I held trustee stewardship, the Weatherspoon Enterprises team was always highly motivated, disciplined, professional, and responsible with the highest degree of integrity.

The company's leadership team is intentional and consistent with checking in on the customer and always asking for feedback on how they might provide a better security experience, along with having the uncanny ability and willingness to meet the customer just where they are. The company's ability to innovatively plan ahead for future threats sets them apart from other security service organizations, which is why I am very happy to recommend their products and services to you, and trust that your experience with them will be as positive as mine.

If I can answer any additional questions about my experience as a customer of Weatherspoon Enterprises, please feel free to contact me.

Sincerely,


Karen B. Soares, President
Go Eagle Energy, LLC
844-900-3676 office
540-207-2349 direct
kbs@goeagleenergy.com
www.goeagleenergy.com

February 27, 2024

To Whom It May Concern:

It is with great pleasure that I submit this letter of recommendation on the behalf of Charles Weatherspoon. I have known Charles for the past fifteen years on a professional level.

Charles has demonstrated passionate and dedication in various endeavors throughout his professional career in law enforcement. Charles leadership and administration skills has now transformed into one of the leading Security Services Agency in the area. Charles commitment to quality service is an attribute that makes Weatherspoon Enterprise stands head above all other agencies.

It is without hesitation I recommend Weatherspoon Enterprise Inc

Sincerely,

Mr. Allison R. Preston
Senior Vice President Resident Safety
INLIVIAN formerly "The Charlotte Housing Authority"
704.301.3004
apreston@cha-nc.org



North Carolina
Department of Administration
Office for Historically Underutilized Businesses

Mark Edwards
Acting Secretary

Tammie Hall
Director

March 25, 2021

Charles Witherspoon
Weatherspoon Enterprises Incorporated (Minority Owned)
921 Camden Grandview Road, Unit K
Charlotte, NC 28202

Dear Charles Witherspoon:

The Office for Historically Underutilized Businesses (HUB Office) is pleased to inform you that your company is now certified as a Historically Underutilized Business. Your firm is listed in the Statewide Uniform Certification (SWUC) Program database. This certification will remain in effect for four (4) years from the date of this letter.

You must notify the HUB Office in writing within 30 days of any changes affecting your compliance with SWUC Program eligibility requirements, including changes in ownership, day-to-day management and operational control. Failure to notify the HUB Office of these changes or reapply for certification in a timely manner may cause your HUB Certification to be revoked. In addition, please be advised your status may be changed if there is a 3rd party challenge granted against your firm. The link to the HUB Office 3rd party challenge form can be located at <https://files.nc.gov/ncdoa/documents/ThirdpartyEligibilityChallengerev080811.pdf>. All information submitted to the Office for Historically Underutilized Business is subject to audit and review.

The HUB Office collaborates with local Minority/Women/Small Business (M/W/SBE) Offices who offer assistance to certified HUB firms with identifying contract opportunities with state and local government. Many of these offices also offer assistance with business development. Please visit our website at <http://www.doa.nc.gov/hub/programs.aspx?pid=swuc> to locate the local office near you. Another great resource is the Small Business and Technology Development Center at www.sbtcdc.org for free personalized business assistance and counseling.

It is important to note that although your status as a certified HUB firm greatly improves your access to state and local government contracts, this certification does not guarantee contract awards. Your ability to research opportunities and bid competitively will be important to your success in this program. We are committed to assisting you through the process with the completion of the Preliminary Business Development and Supportive Services Assessment Survey, located on the HUB Office website under the Certification Tab. The information will provide an overview of your company which will assist us in appropriately aligning contract opportunities that you are ready, willing and able to pursue.

Thank you for your interest and participation in the SWUC Program as a Historically Underutilized Business firm with the State of North Carolina.

Sincerely,

Tammie Hall

Tammie Hall
Director

State of North Carolina

The Private Protective Services Board
certifies that

CHARLES HARVEY WITHERSPOON JR

has complied with Chapter 74C of the General Statutes of North Carolina and is hereby
licensed to provide the services of

SECURITY GUARD AND PATROL

License Number 206791-GP

with

WEATHERSPOON ENTERPRISES INC.



BPN 557477M

In Witness whereof, I have hereunto signed my name

WEDNESDAY, FEBRUARY 15TH, 2023

Chairperson, Private Protection Services Board

01/31/2025

Expiration Date

State of North Carolina

The Private Protective Services Board
certifies that

CHARLES HARVEY WITHERSPOON JR

has complied with Chapter 74C of the General Statutes of North Carolina and is hereby
licensed to provide the services of

COURIER SERVICE

License Number 163109-C

with

WEATHERSPOON ENTERPRISES INC.

BPN 557477M

In Witness whereof, I have hereunto signed my name

WEDNESDAY, FEBRUARY 15TH, 2023



01/31/2025

Expiration Date

Chairperson, Private Protection Services Board

State of North Carolina

Private Protective Services Board Company Business License

certifies that

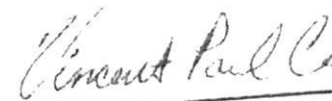
WEATHERSPOON ENTERPRISES INC.

has complied with Chapter 74C of the General Statutes of North Carolina
to provide licensed

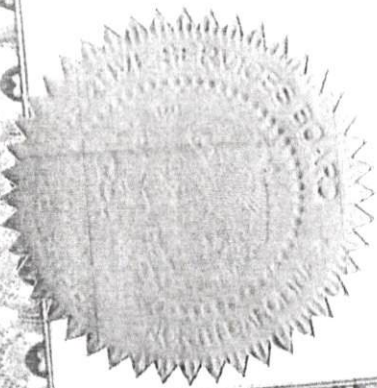
PRIVATE PROTECTIVE SERVICES

In Witness whereof, I have hereunto signed my name

MONDAY, JANUARY 11TH, 2021



Chairperson, Private Protective Services Board

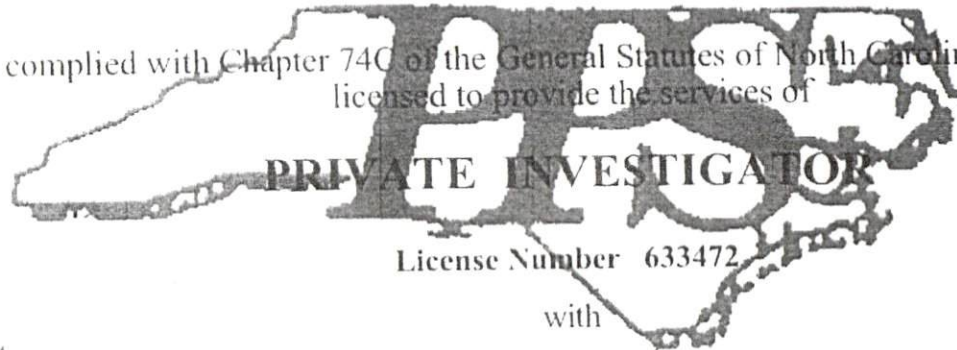


State of North Carolina

The Private Protective Services Board
certifies that

CHARLES HARVEY WITHERSPOON JR

has complied with Chapter 74C of the General Statutes of North Carolina and is hereby
licensed to provide the services of



License Number 633472

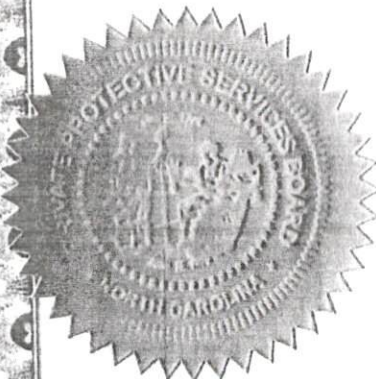
with

WEATHERSPOON ENTERPRISES INC.

BPN 557477M

In Witness whereof, I have hereunto signed my name

WEDNESDAY, FEBRUARY 15TH, 2023



01/31/2025

Expiration Date

A handwritten signature in cursive script, appearing to read "Vincent Paul C.", written over a horizontal line.

Chairperson, Private Protection Services Board



NORTH CAROLINA

Department of the Secretary of State

To all whom these presents shall come, Greetings:

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF INCORPORATION

OF

WEATHERSPOON ENTERPRISES, INC

the original of which was filed in this office on the 19th day of December, 2012.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 19th day of December, 2012.

Elaine F. Marshall

Secretary of State

State of North Carolina
Department of the Secretary of State

Date Filed: 12/19/2012 11:53:00 AM
Effective: 1/2/2013
Elaine F. Marshall
North Carolina Secretary of State
C201231800361

ARTICLES OF INCORPORATION

Pursuant to §55-2-02 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Incorporation for the purpose of forming a business corporation.

1. The name of the corporation is: WEATHERSPOON ENTERPRISES, INC

2. The number of shares the corporation is authorized to issue is: 1000

3. These shares shall be: *(check either a or b)*

- a. all of one class, designated as common stock; or
b. divided into classes or series within a class as provided in the attached schedule,
with the information required by N.C.G.S. Section 55-6-01.

4. The street address and county of the initial registered office of the corporation is:

Number and Street 9910 BLAIRBETH STREET UNIT 2010
City CHARLOTTE State NC Zip Code 28271 County MECKLENBURG

5. The mailing address, *if different from the street address*, of the initial registered office is:

Number and Street 9910 BLAIRBETH STREET UNIT 2010
City CHARLOTTE State NC Zip Code 28271 County MECKLENBURG

6. The name of the initial registered agent is: CHARLES H. WITHERSPOON

7. Principal office information: *(must select either a or b.)*

- a. The corporation has a principal office.

The street address and county of the principal office of the corporation is:

Number and Street 9910 BLAIRBETH STREET UNIT 2010
City CHARLOTTE State NC Zip Code 28271 County MECKLENBURG

The mailing address, *if different from the street address*, of the principal office of the corporation is:

Number and Street P O BOX 79323
City CHARLOTTE State NC Zip Code 28271 County MECKLENBURG

- b. The corporation does not have a principal office.

8. Any other provisions, which the corporation elects to include, are attached.

9. The name and address of each incorporator is as follows:

CHARLES H. WITHERSPOON, JR 9910 BLAIRBETH STREET UNIT 2010, CHARLOTTE, NC

10. These articles will be effective upon filing, unless a date and/or time is specified:

PLEASE USE THE INCORPORATION DATE OF JANUARY 2, 2013

This the 12TH day of DECEMBER 20 12

WEATHERSPOON ENTERPRISES, INC


Signature

CHARLES H. WITHERSPOON, JR PRESIDENT

Type or Print Name and Title

NOTES:

1. Filing fee is \$125. This document must be filed with the Secretary of State.

CORPORATIONS DIVISION

P. O. BOX 29622

RALEIGH, NC 27626-0622

(Revised January, 2002)

(Form B-01)

receive as part of their employment? This increases this number when included as part of their benefits packages and expenses to provide the security coverage.

The Bill rate is to include any benefits package/expenses.

8. Is there a specific type of security wand that is required to be provided?

You need to select a model that will locate all metal objects that you may encounter.

9. What is your current pay rate?

Armed Security Officer Supervisor guard wage is \$19.43/hr.

Armed Security Guard wage at Ramsey St. is \$15.91/hr.

Armed Security Guard wage at Laketree Blvd. is \$15.91/hr.

10. What is your current bill rate?

Armed Security Officer Supervisor guard Bill Rate is \$29.20/hr.

Armed Security Guard wage at Ramsey St. Bill Rate is \$24.02/hr.

Armed Security Guard wage at Laketree Blvd. Bill Rate is \$22.62/hr.

11. Who is your current security provider?

North State Security Group LLC

12. Can you specify if a tour tracking system needs to be in place?

No tour tracking system is required currently.

13. Would the proposed number of hours at DSS Main Location be 135 hpw and 45 hpw at the Spring Lake Location? Totaling 180 hours per week between the 2 sites?

The proposed number of hours at DSS Main Location would be 120 hpw and 40 hpw at the Spring Lake Location. Totaling 160 hours per week between the 2 sites. The guards are allotted a 1-hour lunch break.

14. When is the proposed start date?

July 1, 2024 – June 30, 2025

15. The schedule for each site covers 9 hours per day. Do you anticipate that the officer will be released for one hour each day for lunch or do we need to have the officer there for the entire time and thereby run into an overtime expense.

The officers will be released for one hour lunch each day.

16. You asked that we provide a vehicle for the Ramsey Street location you require that the costs be all inclusive. How many miles do you anticipate this vehicle operating per year?

Unable to predict the number of miles. Vehicle will only be circling the parking lot area of DSS.

17. Do you currently utilize the services requested in the RFP?

Majority of the services are being utilized currently. The wands and metal detectors are being added.

18. Who is the current vendor?

North State Security Group LLC

19. Are the services currently armed?

Yes

20. What if any issues have you had over the last year, assuming you currently have these services? I am not referring to issues with the vendor, I am referring to serious incidents or problems that the officers have had to deal with.

Occasionally vocal customers and verbal altercations between citizens.

21. The RFP states Sedan for vehicle. Our company currently utilizes compact SUVs (Honda CRVs and Toyota Rav4s). Would this be acceptable? I have attached an information packet that gives photos of our vehicles and uniform for your review.

Yes

22. Who is your current provider for these services?

North State Security Group LLC

23. Can you please provide us with the current proposed budget for these services?

The current proposed monthly bill is \$18,651.73 and the proposed annual bill is \$223,820.76.

24. The scheduled shift times for the locations show to be 9 hours shifts. Is it the expectation of the County that the officers take a 1-hour unpaid lunch and/or break?

The 9-hour shifts include a one-hour lunch.

25. Is there an anticipated effective date to begin services?

July 1, 2024 – June 30, 2025, with the option to renew up to a 3 year term.

26. Would it be appropriate to add an amendment to address the adjustment for proposed additional officer(s), or do you prefer that we initially add that into the rate provided?

An amendment to address the adjustment will be appropriate.

27. Regarding Equipment, will Cumberland Co provide radios, for communication purposes, or will the Security Company need to provide them? In the event that we would need to provide, is there a specific brand and/or type?

Radios will be provided by DSS.

28. On the RFP all shifts are listed as nine-hour shifts. Are Officers given one hour lunch breaks, which have been added into the shift schedule.

The 9-hour shifts include a one-hour lunch.

29. What is the current invoiced rate or annual rate paid by Cumberland County for this current service?

The current proposed monthly bill is \$18,651.73 and the proposed annual bill is \$223,820.76.

30. What is the current number of Security Officers utilized by the current company?

3 Security Officers at the DSS main location and 1 security Officer in the Spring Lake location.

31. Would the onboarding Security Company have the option to retain current officers with the agreement of the County?

Yes, they have the option to submit a bid new bid through the RFP process.

32. What are the limits of liability for the contract under section 5.11? The section does not list the requirements.



RFP #24-15-DSS SECURITY OFFICER SERVICES

Addendum I

Questions/Answers

(County responses and changes are in red)

Questions/Answers

1. Would like to confirm if there is a Pre-Bid Meeting of any type?
No.
2. Regarding Attachment C: Proposal Cost, who is the current company providing your armed security services and what is the contracted billing rate for the Armed Guard Supervisor, Armed Guard at Ramsey Street (2 guards) and the Armed Guard and Laketree Blvd.? What are the wages currently being paid to the Armed Guard Supervisor and regular Armed Guards?
North State Security Group LLC
Armed Security Officer Supervisor guard wage is \$19.43/hr., and the Bill Rate is \$29.20/hr.
Armed Security Guard wage at Ramsey St. is \$15.91/hr., and the Bill Rate is \$24.02/hr.
Armed Security Guard wage at Laketree Blvd. is \$15.91/hr., and the Bill Rate is \$22.62/hr.
3. What type of vehicle are you currently being provided and what is the bill rate for that vehicle?
2021 Ford Eco Sport
The current bill rate for the vehicle is \$1,100.00 monthly including lease, fuel, maintenance, and insurance.
4. What is your current bill rate for Security Wands?
We currently do not have security wands on premises.
5. What is your current Proposed Monthly Bill and Annual Bill?
The current proposed monthly bill is \$18,651.73 and the proposed annual bill is \$223,820.76.
6. On the proposal sheet for costs, the paperwork requests an hourly rate for Holiday Bill Rates. Does this job stay open on any Holidays? If so, how many should be considered and which specific Holidays? It would be difficult to provide an accurate bill rate for monthly and yearly totals without knowing which Holidays are being charged.
Holidays are observed in accordance with the Cumberland County Holiday Schedule.
<https://www.cumberlandcountync.gov/departments/non-departmental-group/holiday-schedule>
7. Under Guard Wages, do you wish to have only the hourly wages paid to the guard, or would you like this number to include the benefits and insurance options that employees can elect to

In the past, coverage shall be written subject to limits of not less than \$1,000,000 per loss and must met the requirements of North Carolina laws.

33. Page 7, Article D, DSS Main Location, hours, of service.

On the Spring Lake Location, it says M-F Only, are the days of operations the same for the DSS main Location or are Saturday and Sunday included?

Yes, the same Monday through Friday.

34. Page 7, Article D, DSS Main Location.

The hours for the guards are listed as 10-hour shifts, dose this include one hour for lunch or is these ten working hours shift?

Lunch is included in the 9-hour shifts.

35. Page 7, Article D, Holidays are observed in accordance with the Cumberland County Holiday Schedule. What is the number of holiday's observed by Cumberland County?

There are 9 holidays observed in accordance with the Cumberland County Holiday Schedule.

<https://www.cumberlandcountync.gov/departments/non-departmental-group/holiday-schedule>

36. Page 11 continuation of Article 5.17, in part, states the contractor shall provide all equipment supplies, etc. required to perform the contract.

Will the County require a computer and if so, what software will be required?

Computers will be provided by DSS if DSS deems them necessary.



SOLID WASTE MANAGEMENT

**MEMORANDUM FOR THE AGENDA OF THE NOVEMBER 14, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 10/25/2024

**SUBJECT: BID AWARD FOR ASSEMBLY COURT CONVENIENCE CENTER &
RECYCLING FACILITY – PHASE 1 CONSTRUCTION**

Requested by: CLARENCE GRIER, COUNTY MANAGER

**Presenter(s): AMANDA LEE, P.E., GENERAL MANAGER FOR NATURAL
RESOURCES**

BACKGROUND

Cumberland County Solid Waste Management intends to construct a 3.81-acre solid waste convenience center and recycling facility at 575 Assembly Court, Fayetteville, N.C., 28306. This facility shall be constructed in two phases.

Phase 1 of construction includes installation of all erosion and sedimentation control measures, entrance and driveway construction and paving, parking area construction and aggregate surfacing, chain link fence installation, vegetative buffer installation, and water and sewer lateral taps and installation.

The Assembly Court Convenience Center & Recycling Facility – Phase 1 Construction was advertised for bid on October 2, 2024, by the Solid Waste Department with bids due on October 18, 2024. Three bids were received. The lowest responsive bid was from Blacksail Construction in the amount of \$483,000. Project funding for the contract is available within the FY2025 Solid Waste Capital Outlay budget.

RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommend that the proposed action be placed on the November 18, 2024, Board of Commissioners' agenda as a consent item:

Accept the bid for the Assembly Court Convenience Center & Recycling Facility – Phase 1 Construction from Blacksail Construction in the amount of \$483,000 and place the item on the November 18, 2024, Consent Agenda.

ATTACHMENTS:

Description	Type
Bid Award Recommendation	Backup Material

October 22, 2024

Mr. Johnny Scott
Environmental Services Project Manager
Cumberland County Solid Waste Department
698 Ann Street
Fayetteville, NC 28301
jscott@cumberlandcountync.gov

**RE: Assembly Court Convenience Center & Recycling - Phase 1 Construction
Certified Bid Tabulation & Recommendation for Contractor Selection**

Dear Johnny:

Smith Gardner, Inc. (S+G) is pleased to present you with the results of the bidding for the Assembly Court Convenience Center & Recycling - Phase 1 Construction project, which bid on October 18, 2024 at 2:00 p.m. The results of the bid are as follows below.

Bidder		Total Base Bid
1.	Blacksail Construction	\$483,000.00
2.	Denning Construction Company	\$499,825.00
3.	Lorman Inc.	\$823,656.00

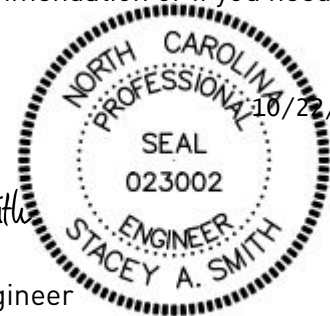
Based on the bid results, Blacksail Construction (Blacksail) is the clear low bidder, and based upon the information provided by Blacksail with their bid, and conversations with the County’s procurement office around how the bid schedule was filled out, S+G finds their submittal to be complete. Further, based on our review and awareness of Blacksail’s qualifications, they are a limited license general contractor that we believe is qualified to perform the work and recommend that this project be awarded to Blacksail Construction of Carthage, North Carolina for an amount of \$483,000.

A certified tabulation of each bid received is **attached**. Please contact us at your earliest convenience if you should have any questions regarding our recommendation or if you need any additional information.

Sincerely,
SMITH GARDNER, INC.

DocuSigned by:
Lou J. Krasuski
Lou J. Krasuski
Senior Project Engineer
lou@smithgardnerinc.com

Signed by:
Stacey A. Smith
3389FBA008BB445
Stacey A. Smith, P.E.
President, Senior Engineer
stacey@smithgardnerinc.com



Attachments: Certified Bid Tabulation

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OPCC				Blacksail Construction		Denning Construction Company		Lorman Inc.		
Cumberland County - Convenience Center & Recycling Facility Construction (Phase 1)				Q.100694 - Active L.101064-Active		Q.31085 - Active L.76686 - Active		L.57040 - Active		
Oct-24										
OPCC:		EST. QUANTITY	UNITS	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	UNIT PRICE	AMOUNT	COMMENTS
Convenience Center & Recycling Facility Construction (Phase 1)										
1.0	Site Preparation	1	LS	LS	\$80,000.00	LS	\$15,000.00	LS	\$200,877.00	
2.0	Excavation	200	CY	\$225.00	\$45,000.00	\$50.00	\$10,000.00	\$18.50	\$3,700.00	
3.0	Over-Excavation & Backfill	1	LS	LS	\$5,000.00	LS	\$10,000.00	LS	\$2,500.00	
4.0	Aggregate Surfacing	7,000	SY	\$11.43	\$80,000.00	\$25.00	\$175,000.00	\$32.90	\$230,300.00	
5.0	Asphalt Paving	1,500	SY	\$26.67	\$40,000.00	\$20.00	\$30,000.00	\$23.00	\$34,500.00	
6.0	Drainage Channel: DC-1	245	LF	\$8.16	\$2,000.00	\$25.00	\$6,125.00	\$14.50	\$3,552.50	
7.0	Drainage Channel: DC-2	200	LF	\$10.00	\$2,000.00	\$25.00	\$5,000.00	\$14.50	\$2,900.00	
8.0	Drainage Channel: DC-3	250	LF	\$8.00	\$2,000.00	\$24.00	\$6,000.00	\$14.50	\$3,625.00	
9.0	Infiltration Trench	1	LS	LS	\$15,000.00	LS	\$10,000.00	LS	\$38,500.00	
10.0	Silt Fence	1,700	LF	\$4.71	\$8,000.00	\$6.00	\$10,200.00	\$5.00	\$8,500.00	
11.0	Stone Filter Fence	2	EA	\$1,500.00	\$3,000.00	\$500.00	\$1,000.00	\$750.00	\$1,500.00	
12.0	Rip Rap Aprons	1	LS	LS	\$5,000.00	LS	\$1,500.00	LS	\$5,100.00	
13.0	12" Diam. RCP (Class III) (Culvert C-1)	1	EA	\$2,000.00	\$2,000.00	\$8,000.00	\$8,000.00	\$6,025.00	\$6,025.00	
14.0	Water Line Connection & Installation (Pending NCDOT & Fayetteville PWC Approval)	1	LS	LS	\$50,000.00	LS	\$25,000.00	LS	\$30,165.00	
15.0	Sewer Line Connection & Installation (Pending NCDOT & Fayetteville PWC Approval)	1	LS	LS	\$50,000.00	LS	\$35,000.00	LS	\$58,510.00	
16.0	Revegetation	1	AC	\$8,000.00	\$8,000.00	\$10,000.00	\$10,000.00	\$26,275.00	\$26,275.00	
17.0	Vegetative Buffer	1	LS	LS	\$15,000.00	LS	\$9,000.00	LS	\$32,000.00	
18.0	Chain Link Fence	1	LS	LS	\$35,000.00	LS	\$68,000.00	LS	\$60,904.00	
19.0	Permit Fees & Coordination	1	LS	LS	\$8,000.00	LS	\$15,000.00	LS	\$8,500.00	
20.0	Survey Control	1	LS	LS	\$8,000.00	LS	\$20,000.00	LS	\$20,000.00	
21.0	Bonds, Mobilization & Insurance	1	LS	LS	\$20,000.00	LS	\$30,000.00	LS	\$45,722.00	
TOTAL					\$483,000.00		\$499,825.00		\$823,655.50	

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SOLID WASTE MANAGEMENT

**MEMORANDUM FOR THE AGENDA OF THE NOVEMBER 14, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 10/31/2024

SUBJECT: BID AWARD FOR WELLS PACKAGE 1 – GRAY’S CREEK PHASE I CONSTRUCTION

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): AMANDA LEE, P.E., GENERAL MANAGER FOR NATURAL RESOURCES

BACKGROUND

Cumberland County, on behalf of the Gray’s Creek Water and Sewer District, solicited formal bids for the Wells Package 1 – Gray’s Creek Phase I project.

Three bids were received and evaluated. East Point Contracting LLC; A.C. Shultes of Carolina, Inc. and Bill’s Well Drilling Company submitted bids. East Point Contracting LLC did not provide the required business experience with projects similar in type and cost of construction because the business was formed in January 2024. Instead, the individuals who own East Point Contracting LLC listed their experience with a prior employer on Schedule B. The county attorney was requested to review the bid of East Point Contracting LLC to determine if the experience prior to the formation of the company satisfied the bid requirements. The county attorney determined that East Point Contracting LLC’s bid was responsive.

East Point Contracting LLC submitted the lowest responsive bid in the amount of \$660,000. Funding for the contract will be from the Capital Project Budget Ordinance #241062 for Gray’s Creek Water and Sewer District Water Main Extension – Phase 1.

The project scope includes constructing wells at two locations in the northern section of the Chicken Foot Road corridor and two locations in the southern Chicken Foot Road corridor. However, the County's test well program thus far has determined that the highest yields are in the southern portion of Gray's Creek. Therefore, we are changing the two locations in the northern portion to the southern section of the district. The additional larger wells will help us gain a better understanding of aquifer attributes that cannot be gained by a short duration single well test.

The contract will state that the owner is in the process of obtaining the well site properties and the Notice to Proceed will be issued 150 days after contract execution. We are proposing a phased Notice to Proceed to start with the two southernmost wells. The construction associated with the two northern well locations will be moved to new locations in the south and a second notice of award will be issued once those locations have been determined. These wells will be used to provide water to the Cedar Creek community once constructed.

RECOMMENDATION / PROPOSED ACTION

County Management, the General Manager for Natural Resources and the Public Utilities Division recommend the following proposed action to be placed on the November 18, 2024, consent agendas for the Board of Commissioners' and the Gray's Creek Water and Sewer District Governing Board:

Approve bid award for the Wells Package 1 – Gray's Creek Phase I to East Point Contracting LLC in the amount not to exceed \$660,000 as the lowest responsive bid.

As part of the contract process, move the northernmost well locations in the Chicken Foot Road corridor to sites further south.

ATTACHMENTS:

Description	Type
Bid Award Recommendation	Backup Material



October 18, 2024

Amanda L. Bader, PE
Director, Solid Waste Management Department
General Manager for Natural Resources
Cumberland County, NC
698 Ann St
Fayetteville, NC 28301

Dear Ms. Bader:

HDR Engineering, Inc. of the Carolinas (HDR) offers this findings summary from our evaluation of the three bids received for the Wells Package 1 – Gray’s Creek Phase I project. The project was advertised for bids on October 1, 2024. There was no pre-bid meeting held for this project. One addendum was issued. Three bids were received on October 15, 2024. Prior to the opening of the bids the following question was asked:

1. Are there any objections to proceeding with the bid opening?

The answer was “no” and the bids were opened in alphabetical order and read aloud. Copies of the bid packages are attached. HDR developed the attached Certified Bid Tabulation.

Results

Firm	Total Base Bid Unit Price Items
East Point Contracting LLC	\$660,000.00
A.C. Schultes of Carolina, Inc.	\$861,015.00
Bill’s Well Drilling Co.	\$1,146,112.00

Bid Tabulation Notes

The following notes are provided on the Bid Tabulation:

1. East Point Contracting LLC – Does not meet the qualifications requirement in Contract Specification Section 00 45 13 – 8.03 as a business. East Point Contracting LLC was established in January 2024.
2. East Point Contracting LLC – Utilizing State of NC Affidavit B – intent to perform contract with 100% own workforce.
3. A.C. Schultes of Carolina, Inc. – Providing \$75,000.00 in MWBE work.
4. A.C. Schultes of Carolina, Inc. - One of three project qualifications provided completed 3/27/2019. This is outside of the requirement per 00 45 13 - 8.03 of having three projects completed in the last five years.



Recommendation

Based on our review of documentation required by the Contract Documents, no errors or inconsistencies were identified, with the exception of one item for which HDR recommends Cumberland County seek legal advice. Specific attention should be given to the East Point Contracting LLC bid form. Section 00 45 13 8.03 states "List a minimum of three and a maximum of six projects completed in the last 5 years in Schedule B and provide indicated information to demonstrate the Business's experience with projects similar in type and cost of construction."

East Point Contracting LLC was formed in January 2024 and did not list projects on Schedule B performed under the name East Point Contracting LLC. The individuals who own East Point Contracting LLC listed on Schedule B their experience with a prior employer. HDR is seeking additional references who have engaged with East Point Contracting LLC since their formation in January 2024. We will report our findings to aid in the determination of whether the bid from East Point Contracting LLC should be considered for award.

Closing

The bids remain subject to acceptance through January 13, 2025. The project includes a delayed notice to proceed of up to 150 days. The schedule (attached) assumes the County will award the work on December 16, 2024, the County will control the parcels (well sites) by December 31, 2024, and permitting of the work can commence by January 1, 2025.

HDR greatly appreciates the opportunity to serve Cumberland County. HDR stands ready to assist Cumberland County with the next steps with the project. Should you have any questions, please reach out.

Sincerely,
HDR Engineering, Inc. of the Carolinas



Mary T. Brice, PE
Project Manager

CC: Sally Shutt, Cumberland County
Amy Hall, Cumberland County
Johnny Scott, Cumberland County

Enclosures: Certified Bid Tabulation
Cumberland County Wells Schedule to Notice to Proceed
Bid Package from Bill's Well Drilling Co. (delivered via portal)
Bid Package from A.C. Shultes of Carolina, Inc. (delivered via portal)
Bid Package from East Point Contracting LLC (delivered via portal)





BID TABULATION

CUMBERLAND COUNTY, NORTH CAROLINA
WELLS PACKAGE 1 – GRAY'S CREEK PHASE I
HDR PROJECT NO. 10383081



BID OPENING
OCTOBER 15, 2024
10:00 A.M.

Item No.	Description	Unit	Estimated Quantity	A.C. Schultes of Carolina, Inc.		Bill's Well Drilling Co.		East Point Contracting LLC	
				Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount	Bid Unit Price	Bid Amount
Base Bid Items									
1	Mobilization and Demobilization	EA	4	\$12,000.00	\$48,000.00	\$12,000.00	\$48,000.00	\$10,200.00	\$40,800.00
2	Site Work and Restoration WSW1R	EA	1	\$10,000.00	\$10,000.00	\$36,045.00	\$36,045.00	\$37,680.00	\$37,680.00
3	Site Work and Restoration WSW3R	EA	1	\$10,000.00	\$10,000.00	\$52,080.00	\$52,080.00	\$45,840.00	\$45,840.00
4	Site Work and Restoration WSW4R	EA	1	\$10,000.00	\$10,000.00	\$115,425.00	\$115,425.00	\$51,000.00	\$51,000.00
5	Site Work and Restoration WSW5R	EA	1	\$10,000.00	\$10,000.00	\$36,180.00	\$36,180.00	\$43,800.00	\$43,800.00
6	24-inch Outer Casing	FT	200	\$520.00	\$104,000.00	\$575.00	\$115,000.00	\$366.00	\$73,200.00
7	Pilot Hole	FT	719	\$70.00	\$50,330.00	\$125.00	\$89,875.00	\$32.00	\$23,008.00
8	Production Well Geophysical Logs	EA	4	\$3,800.00	\$15,200.00	\$1,500.00	\$6,000.00	\$3,000.00	\$12,000.00
9	21-inch Bore Hole	FT	649	\$178.00	\$115,522.00	\$258.00	\$167,442.00	\$42.00	\$27,258.00
10	12-inch Well Casing	FT	394	\$136.00	\$53,584.00	\$325.00	\$128,050.00	\$276.00	\$108,744.00
11	12-inch Well Screen	EA	215	\$165.00	\$35,475.00	\$35.00	\$112,875.00	\$354.00	\$76,110.00
12	Production Well Development	EA	4	\$52,500.00	\$210,000.00	\$25,000.00	\$100,000.00	\$6,000.00	\$24,000.00
13	Aquifer Testing	EA	4	\$35,526.00	\$142,104.00	\$10,000.00	\$40,000.00	\$15,000.00	\$60,000.00
14	Testing for Well Water Quality	EA	4	\$6,000.00	\$24,000.00	\$11,160.00	\$44,640.00	\$4,200.00	\$16,800.00
15	Production Well Protection	EA	3	\$4,500.00	\$13,500.00	\$7,500.00	\$22,500.00	\$4,200.00	\$12,600.00
16	Production Well Abandonment	FT	180	\$35.00	\$6,300.00	\$150.00	\$27,000.00	\$12.00	\$2,160.00
17	Production Well Abandonment	FT	100	\$30.00	\$3,000.00	\$50.00	\$5,000.00	\$50.00	\$5,000.00
Subtotal Base Bid Unit Price Items:					\$861,015.00		\$1,146,112.00		\$660,000.00
Total Bid Price					\$861,015.00		\$1,146,112.00		\$660,000.00
Bidding Document Requirements									
Bid Bond		Yes, provided		Yes, provided		Yes, provided		Yes, provided	
List of Subs		Yes, provided		Yes, provided		Yes, provided		Yes, provided	
List of Suppliers		Yes, provided		Yes, provided		Yes, provided		Yes, provided	
Authority to do Business in NC		Yes		Yes		Yes		Yes	
Contractor License		Yes, 48474		Yes, 29599		Yes, 104075		Yes, 104075	
Qualifications Statement		Yes, provided		Yes, provided		Yes, provided		Yes, but not Under East Point Contracting LLC	
Identification of Minority Business Participation		Yes, Addivadit A provided. 8.7 percent participation.		Yes, Addivadit A provided. Zero percent participation.		Yes, Addivadit B provided. Zero percent participation.		Yes, Addivadit B provided. Zero percent participation.	
Minority Participation Percentage		8.71%		Zero		Zero		Zero	
Acknowledged Receipt of 1 Addenda		Yes, addenda acknowledged.		Yes, addenda acknowledged.		Yes, addenda acknowledged.		Yes, addenda acknowledged.	
Executed Bidder's Certifications		Yes, provided		Yes, provided		Yes, provided		Yes, provided	

Notes:

- All three submissions included the required licensing, bid bond, acknowledgment of addendum # 1, and no mathematical errors.
- East Point Contracting LLC – Does not meet the qualifications requirement in Contract Specification Section 00 45 13 – 8.03 as a business. East Point Contracting LLC was established in January, 2024.
- East Point Contracting LLC – Utilizing State of NC Affidavit B – intent to perform contract with 100% own workforce.
- A.C. Schultes of Carolina, Inc. – Providing \$75,000.00 in MWBE work.
- A.C. Schultes of Carolina, Inc. - One of three project qualifications provided completed 3/27/2019. This is outside of the requirement per 00 45 13 - 8.03 of having three projects completed in the last five years.

Schedule to Encumber Construction Contract - Wells



Task Name	Resource Names	Start	Finish	Duration	Aug 2024				Sep 2024				Oct 2024				Nov 2024				Dec 2024				Jan 2025				Feb 2025				Mar 2025				Apr 2025				May 2025			
					4/8	11/8	18/8	25/8	1/9	8/9	15/9	22/9	29/9	6/10	13/10	20/10	27/10	3/11	10/11	17/11	24/11	1/12	8/12	15/12	22/12	29/12	5/1	12/1	19/1	26/1	2/2	9/2	16/2	23/2	2/3	9/3	16/3	23/3	30/3	6/4	13/4	20/4	27/4	4/5
Real Estate – County control of land	County	8/4/2024	12/31/2024	150d	[Green bar]																																							
Prepare Bid Documents	HDR	9/1/2024	10/2/2024	32d	[Yellow bar]																																							
Bid Production Wells	County	10/1/2024	10/15/2024	15d	[Yellow bar]																																							
Rebid (if needed)	County	10/15/2024	10/22/2024	8d	[Yellow bar]																																							
Production Well Contractor Recommendation for Award	HDR	10/22/2024	10/25/2024	4d	[Yellow bar]																																							
Commissioners Agenda Session (11/14)	County	11/8/2024	11/14/2024	7d	[Yellow bar]																																							
Board of Commissioners Review Bid (11/18 Regular Meeting)	County	11/18/2024	11/18/2024	1d	[Yellow bar]																																							
NOA issued to contractor	County	11/19/2024	11/19/2024	1d	[Yellow bar]																																							
Contractor executes documents and returns to County	Contractor	11/19/2024	12/3/2024	15d	[Yellow bar]																																							
County/County Legal/Finance Review of Contract	County	12/4/2024	12/12/2024	9d	[Yellow bar]																																							
Commissioners Agenda Session (12/12)	County	12/6/2024	12/12/2024	7d	[Yellow bar]																																							
Award Contract at Commission Regular Meeting – Encumber Contract Value	County	12/16/2024	12/16/2024	0d	[Yellow diamond]																																							
PO Issued	County	12/16/2024	1/16/2025	32d	[Yellow bar]																																							
NTP	County	12/16/2024	5/15/2025	151d	[Yellow bar]																																							
PWS Permitting		12/31/2024	5/15/2025	136d	[Blue bar]																																							
Driveway Permit		12/31/2024	5/15/2025	136d	[Blue bar]																																							
Erosion Control Permitting		12/31/2024	5/15/2025	136d	[Blue bar]																																							

- Real Estate
- Contractor Bidding
- Permitting



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

**MEMORANDUM FOR THE AGENDA OF THE NOVEMBER 14, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 11/14/2024

**SUBJECT: BID AWARD FOR SHERIFF'S INDOOR TRAINING RANGE UPGRADE
PROJECT**

Requested by: CLARENCE GRIER, COUNTY MANAGER

**Presenter(s): JERMAINE WALKER, DIRECTOR OF ENGINEERING AND
INFRASTRUCTURE**

BACKGROUND

On August 28, 2024, Engineering & Infrastructure solicited proposals for the upgrade of the Earl Butler Sheriff's Training Center indoor firing range. The project includes demolition of the existing range and modernization of the fourteen firing lanes, target retrieval system, ballistic baffle system, lighting, and sound absorption paneling.

A mandatory pre-bid conference was held on September 10, 2024, with nine vendors participating. Two addenda were issued. The bid period closed on September 30, 2024. Four vendors submitted bids with Range Systems providing the lowest responsive, responsible bid at \$398,411.00.

This project was approved as a CIP project in the FY2025 budget and sufficient funding is available to complete the project. Staff estimates it will take approximately 16 weeks to complete the project from issuance of the notice to proceed.

RECOMMENDATION / PROPOSED ACTION

Staff recommends the Board add the following item to the November 18, 2024 Regular Meeting Consent Agenda:

Approval of Selection of Range Systems as the lowest responsive, responsible bidder for the Earl Butler Sheriff's Training Center Indoor Firing Range upgrade project and authorize the Board Chair to execute a contract with the vendor once it is reviewed for preaudit and legal sufficiency.

ATTACHMENTS:

Description	Type
Project Solicitation	Backup Material
Addendum 1	Backup Material
Addendum 2	Backup Material
Certified Bid Tab	Backup Material



CUMBERLAND COUNTY NORTH CAROLINA

ENGINEERING & INFRASTRUCTURE DEPARTMENT

You are invited to attend the pre-bid conference for the **EARL BUTLER SHERIFF'S TRAINING INDOOR FIRING RANGE REPLACEMENT PROJECT**. Specifications are listed below.

A **MANDATORY** pre-bid conference will be held at **10:00 AM** on **September 9, 2024**, at the project site- Sheriff's Training Cen, 4710 Corporation Drive, Fayetteville, North Carolina.

Pursuant to Section 143-131 of the General Statutes of North Carolina, formal bids are solicited and will be received in the office of the Cumberland County Engineering & Infrastructure Department, Room 214, in the Historic Courthouse located at 130 Gillespie Street, Fayetteville, North Carolina at any time before **4:00 PM** on **September 30, 2024**, and then publicly opened in the office of the Cumberland County Engineering & Infrastructure Department in the Historic Courthouse and read for construction of the proposed:

EARL BUTLER SHERIFF'S TRAINING INDOOR FIRING RANGE REPLACEMENT

Proposals must be enclosed in a sealed envelope addressed to Mr. Jermaine Walker, Engineering and Infrastructure Director, 130 Gillespie Street, Room 214, Fayetteville, NC 28301. The outside of the envelope must be marked "**PROPOSAL FOR SHERIFF'S TRAINING INDOOR FIRING RANGE REPLACEMENT PROJECT**" and shall indicate the name, address, telephone number and state license number of the bidder. Proposals must be submitted on the printed form, or exact copies thereof, contained in the Contract Documents.

FACILITY SHOULD CONTAIN:

2 Bay Range - Complete Package

- Fourteen (14) total lanes
- Both bays each 34' wide
- Rifle rated (5.56mm rated)
- Fixed position shooting

Target Retrievers

- Fourteen (14) retrievers
- 360-degree target turning
- Target lights (LED White & Police Strobe)
- LCD local touch screen control in each booth
- No drive cable downrange

- Target viewing camera mounted to trolley
- Hidden Target Clamp
- Master Control Screen w/ wireless tablet controls

Ballistic Ceiling Baffle System

- Fixed position baffle coverage
- 3/8" AR500 steel on all rows for pistol and rifle use
- Flat safety ceiling above firing line
- Angled rows with fascia
- Angled rows without fascia above trap
- Fascia includes fire rated plywood covering with acoustical tiles
- Uni-strut on back of baffle for light mounting

Shooting Stalls

- Class 2 ballistic rating (rifle rated)
- Ballistic Solid stall dividers
- Ballistic glass upper portion of stalls
- Non-ballistic Solid stall ends
- Swing up tables on all lanes
- Brass deflectors & muzzle blast barriers
- Sound Absorbing Wall Panels
- 2" thick PEPP sound absorption panels
- 8' high x 20' long on each side wall; 8' high along entire up range wall
- 2x4 furring strips with attachment hardware

Installation & Shipping

- Includes Full Action Target Installation
- Includes Shipping to destination

Bidder Requirements

Each proposal shall be accompanied by a cash deposit or certified check drawn on some bank or trust company insured by Federal Deposit Insurance Corporation, of an amount equal to not less than 5 percent of the proposal. In lieu thereof, a bidder may offer a bid bond of 5 percent of the bid executed by a surety company licensed under the laws of North Carolina to execute the contract in accordance with the bid bond and upon failure to forthwith make payment, the surety shall pay the obligee an amount equal to the amount of said bond. Said deposit shall be retained by the Owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten days after the award or given to satisfactory surety as required by law.

Performance and Payment Bonds are required in the amount of 100% of the contract amount and shall be furnished by the Contractor.

All Contractors are notified that North Carolina Statutory provisions as to licensing of Contractors will be observed in receiving, reading, and awarding of contracts. All contractors are hereby notified that they must have proper license as required under the state laws governing their respective trades.

Note: The Bidder shall identify on its Bid Proposal the minority business participation it will use on the project (Identification of Minority Business Participation) form and shall include either Affidavit A or Affidavit B as applicable. Forms and instructions are included within the Proposal Form in the bid documents. Failure to complete these forms is grounds for rejection of the bid. (GS143-128.2c Effective 1/1/2002.)

General Contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina, will be observed in receiving and awarding general contracts. General Contractors submitting bids on this project must have license classification for Public Utilities (H) or Unclassified Contractor with Limited as required by the NC General Contractors Licensing Board under G.S. 87-1.

Note: Under GS 87-1, a contractor that superintends or manages construction of any building, highway, public utility, grading, structure or improvement shall be deemed a "general contractor" and shall be so licensed. Therefore, a single prime project that involves other trades will require the single prime contractor to hold a proper General Contractors license.

All Contractors are notified that North Carolina Documents are open to public inspection at the Cumberland County Engineering & Infrastructure Department's Office, 130 Gillespie Street, Fayetteville, North Carolina. Contract Documents are available on request from Cumberland County Engineering & Infrastructure Department.

The County of Cumberland reserves the right to reject any or all proposals. The bidder to whom the contract may be awarded must comply fully with the requirements of G.S. Section 143-129, as amended.

No bids may be written after the scheduled closing time for the receipt of proposals for a period of sixty (60) days.

CUMBERLAND COUNTY, NORTH CAROLINA

Jermaine Walker
Engineering & Infrastructure Director



CUMBERLAND COUNTY NORTH CAROLINA

ENGINEERING & INFRASTRUCTURE DEPARTMENT

Addendum #1

You are invited to attend the pre-bid conference for the **EARL BUTLER SHERIFF'S TRAINING INDOOR FIRING RANGE REPLACEMENT PROJECT**. Specifications are listed below.

A **MANDATORY** pre-bid conference will be held at **10:00 AM** on **September 9, 2024**, at the project site- Sheriff's Training Cen, 4710 Corporation Drive, Fayetteville, North Carolina.

Questions are due by 5:00 PM on Friday, September 13, 2024. Responses will be issued NLT Tuesday, September 17, 2024, via Addendum #2.

Pursuant to Section 143-131 of the General Statutes of North Carolina, formal bids are solicited and will be received in the office of the Cumberland County Engineering & Infrastructure Department, Room 214, in the Historic Courthouse located at 130 Gillespie Street, Fayetteville, North Carolina at any time before **4:00 PM** on **September 30, 2024**, and then publicly opened in the office of the Cumberland County Engineering & Infrastructure Department in the Historic Courthouse and read for construction of the proposed:

EARL BUTLER SHERIFF'S TRAINING INDOOR FIRING RANGE REPLACEMENT

Proposals must be enclosed in a sealed envelope addressed to Mr. Jermaine Walker, Engineering and Infrastructure Director, 130 Gillespie Street, Room 214, Fayetteville, NC 28301. The outside of the envelope must be marked "**PROPOSAL FOR SHERIFF'S TRAINING INDOOR FIRING RANGE REPLACEMENT PROJECT**" and shall indicate the name, address, telephone number and state license number of the bidder. Proposals must be submitted on the printed form, or exact copies thereof, contained in the Contract Documents.

FACILITY SHOULD CONTAIN:

2 Bay Range - Complete Package

- Fourteen (14) total lanes
- Both bays each 34' wide
- Rifle rated (5.56mm rated)
- Fixed position shooting

Target Retrievers

- Fourteen (14) retrievers

- 360-degree target turning
- Target lights (LED White & Police Strobe)
- LCD local touch screen control in each booth
- No drive cable downrange
- Target viewing camera mounted to trolley
- Hidden Target Clamp
- Master Control Screen w/ wireless tablet controls

Ballistic Ceiling Baffle System Five Rows of 2-foot Light Baffles

- ~~- Fixed position baffle coverage~~
- ~~- Flat safety ceiling above firing line~~
- ~~- Angled rows with fascia~~
- ~~- Angled rows without fascia above trap~~
- ~~- Fascia includes fire rated plywood covering with acoustical tiles~~
- ~~- Uni-strut on back of baffle for light mounting~~
- 3/8" AR500 steel on all rows for pistol and rifle use
- Safety Ceiling to Remain
- Replace Sound Abatement on Safety Ceiling
- Install 2-inch PEPP/Durapanel/Wood Fiber Cementous Board

Shooting Stalls

- Class 2 ballistic rating (rifle rated)
- Ballistic Solid stall dividers
- Ballistic half-glass in stalls
- Non-ballistic Solid stall ends
- Swing up tables on all lanes
- Brass deflectors & muzzle blast barriers
- Sound Absorbing Wall Panels
- 2" thick PEPP sound absorption panels
- 8' high x 20' long on each side wall; 8' high along entire up range wall
- 2x4 furring strips with attachment hardware **if needed**
- Shooting barricades

Installation & Shipping

- Includes full installation and training
- Includes Shipping to destination

Demolition

- Includes demolition of current indoor range system.
- County will provide onsite dumpster
- County will provide interior painting

Bidder Requirements

Each proposal shall be accompanied by a cash deposit or certified check drawn on some bank or trust company insured by Federal Deposit Insurance Corporation, of an amount equal to not less than 5 percent of the proposal. In lieu thereof, a bidder may offer a bid bond of 5 percent of the bid executed by a surety company licensed under the laws of North Carolina to execute the contract in accordance with the bid bond and upon failure to forthwith make payment, the surety shall pay the obligee an amount equal to the amount of said bond. Said deposit shall be retained by the Owner as liquidated damages in event of failure of the successful bidder to execute the contract within ten days after the award or given to satisfactory surety as required by law.

Performance and Payment Bonds are required in the amount of 100% of the contract amount and shall be furnished by the Contractor.

All Contractors are notified that North Carolina Statutory provisions as to licensing of Contractors will be observed in receiving, reading, and awarding of contracts. All contractors are hereby notified that they must have proper license as required under the state laws governing their respective trades.

Note: The Bidder shall identify on its Bid Proposal the minority business participation it will use on the project (Identification of Minority Business Participation) form and shall include either Affidavit A or Affidavit B as applicable. Forms and instructions are included within the Proposal Form in the bid documents. Failure to complete these forms is grounds for rejection of the bid. (GS143-128.2c Effective 1/1/2002.)

General Contractors are notified that Chapter 87, Article 1, General Statutes of North Carolina, will be observed in receiving and awarding general contracts. General Contractors submitting bids on this project must have license classification for Public Utilities (H) or Unclassified Contractor with Limited as required by the NC General Contractors Licensing Board under G.S. 87-1.

Note: Under GS 87-1, a contractor that superintends or manages construction of any building, highway, public utility, grading, structure or improvement shall be deemed a "general contractor" and shall be so licensed. Therefore, a single prime project that involves other trades will require the single prime contractor to hold a proper General Contractors license.

All Contractors are notified that North Carolina Documents are open to public inspection at the Cumberland County Engineering & Infrastructure Department's Office, 130 Gillespie Street, Fayetteville, North Carolina. Contract Documents are available on request from Cumberland County Engineering & Infrastructure Department.

The County of Cumberland reserves the right to reject any or all proposals. The bidder to whom the contract may be awarded must comply fully with the requirements of G.S. Section 143-129, as amended.

No bids may be written after the scheduled closing time for the receipt of proposals for a period of sixty (60) days.

CUMBERLAND COUNTY, NORTH CAROLINA

Jermaine Walker
Engineering & Infrastructure Director



CUMBERLAND COUNTY NORTH CAROLINA

ENGINEERING & INFRASTRUCTURE DEPARTMENT

Addendum #2

1. Cumberland County MWBE goals are 15%
2. Are the range manufacturers bidding directly or bidding through a General Contractor? (if you want painting, electrical work, or demo work, you may want to go through a GC and have us bid to them, or just have 2 contracts, one for GC and one for range manufacturers)

-There will not be a need to bid through a General Contractor. The County will contract the painting and additional electrical through a General Contractor.
3. How will the above question affect the bonds required for the project?

-Performance bonds will be required.
4. We are removing the current 5 rows of light guards and replacing them with rifle rated guards (Each manufacturer has different designs that will work)

-Each manufacturer should submit their design and requisite pricing if the basic requirements are addressed.
5. The current safety ceiling and police lighting will stay in place.

-Yes, see Addendum #1
6. Will the County utilize a General Contractor for demolition?

- The County is requesting the vendor perform the demolition to ensure that nothing is removed that will be required to have a complete and useable system upon installation.
7. This is a request to have cable driven target systems.

-Please bid for belt-driven target system.
8. Are (2) separate Master Controls required for the target systems? One master for each bay (like it is set up now)?

-Yes, maintain separate Master Controls for each bay.

9. Please define where you would like new noise abatement materials?

-New noise abatement materials are to be installed on the walls on the sides and rear of the target firing points

CUMBERLAND COUNTY, NORTH CAROLINA

Jermaine Walker
Engineering & Infrastructure Director

EARL BUTLER SHERIFF'S TRAINING INDOOR FIRING
 RANGE REPLACEMENT PROJECT Bid Date and Time:
 Monday, September 30, 2024, at 4:00 p.m.



Contractor	Addendum # 1	Addendum # 2	Total Bid	Remarks
Inveris	✓	✓	\$401,630	
Theissen	✓	✓	\$420,378	DID NOT ATTEND PRE-BID
Range Systems	✓	✓	\$398,411	
Action Target	✓	✓	\$528,660	

This is to certify that the bids tabulated herein were opened on the 30th day of September 2024, at the Cumberland County Engineering & Infrastructure Department, Room 214, 130 Gillespie Street, Fayetteville, NC 28301

Jermaine M. Walker, Director Engineering and Infrastructure



DEPARTMENT OF PUBLIC HEALTH

**MEMORANDUM FOR THE AGENDA OF THE NOVEMBER 14, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JENNIFER GREEN, HEALTH DIRECTOR

DATE: 11/14/2024

SUBJECT: RECOMMENDATIONS FOR THE USE OF OPIOID SETTLEMENT FUNDS AND LOCAL SPENDING AUTHORIZATION RESOLUTION AND ASSOCIATED GRANT PROJECT BUDGET ORDINANCE AMENDMENT #BR 251250.

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): JENNIFER GREEN, HEALTH DIRECTOR

BACKGROUND

NC Attorney General Josh Stein helped negotiate more than \$50 billion in national settlements that have brought and will continue to bring desperately needed resources to communities harmed by the opioid epidemic. A Memorandum of Agreement (MOA) between the State and local government directs how opioid settlement funds are distributed and used in our state. Cumberland County is set to receive \$31,613,831.42 over 18 years. The North Carolina Department of Justice (NCDOJ) established strategies under Option A and B for funding opportunities and requirements.

In June 2022 and in Fall 2024, Cumberland County Department of Public Health staff conducted community meetings, key stakeholder meetings, and a community survey to get feedback on the use of these settlement funds. The Board of Commissioners previously approved \$2,097,139 in opioid settlement funds for projects currently being implemented under Option A.

The Board of Commissioners directed the Department of Public Health to complete the necessary steps to make recommendations for approving funding under Option B.

The Department of Public Health is making nine additional funding recommendations under Option A and B strategies based on feedback received. These recommendations total \$8,054,000, for implementation in 2025 through 2029. To expend opioid settlement funds a local spending authorization resolution and budget revision is required. The local spending authorization resolution and budget revision total \$3,204,00 and includes funding for six of the nine recommendations under Option A.

A resolution and budget revision for the remaining three recommendations will be presented during a future meeting once Option B strategies are approved by NC DOJ and request for proposals process is complete. The Board of Commissioners must approve Option B recommendations which allows the Department of Health to submit Option B funding recommendations to NC DOJ for approval.

RECOMMENDATION / PROPOSED ACTION

The Health Director and County Management recommend the following proposed actions be placed on the November 18, 2024 Board of Commissioners agenda as a consent item:

1. Approve 2025-2029 Opioid Settlement Funding Recommendations (\$8,054,000),
2. Approve Local Spending Authorization Resolution and Associated Grant Project Budget Ordinance Amendment # BR 251250 (\$3,204,000.00).

ATTACHMENTS:

Description	Type
Opioid Settlement Fund Recommendations Presentations	Presentation
2025-2029 Opioid Settlement Funds Recommendations Handout	Backup Material
MOA-Spending Authorization Resolution NCACC 2025-2029 Recommendations	Backup Material

Opioid Settlement Fund Feedback and Recommendations

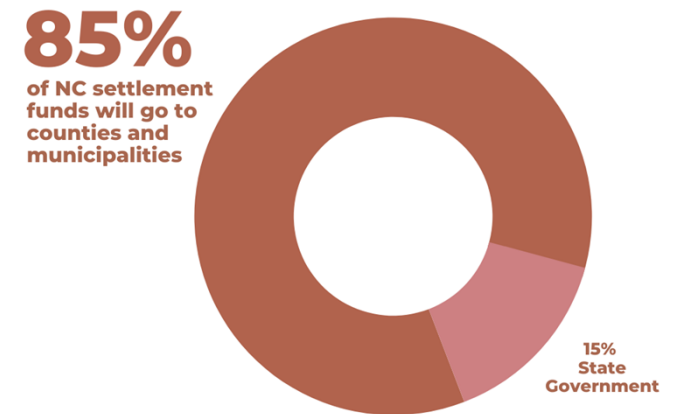
Board of County Commissioners

November 14, 2024




Opioid Settlement


- A Memorandum of Agreement between the State and local government directs how opioid settlement funds are distributed
- 18 Year payment to Cumberland County government: \$31,613,831.42
- Authorize spending in a budget revision and resolution
- Option A and Option B strategies
- Option B Strategies Require a Strategic Planning Report



Feedback Process

A flyer for a community meeting. The background is dark blue. On the left, the text reads: "Opioid Settlement Funds" in white, "Community Meeting" in large yellow font, "Thursday, September 26" in white, "5:30 - 7 p.m." in white, and "Eastover Civic Center" and "4008 School Street, Eastover" in white. At the bottom left is the Cumberland County logo and "Department of Public Health". On the right, there are four circular icons representing diverse people: a woman with dark curly hair, a woman with blonde hair, a man with brown hair, and a woman with dark hair.

Opioid Settlement Funds
Community Meeting
Thursday, September 26
5:30 - 7 p.m.
Eastover Civic Center
4008 School Street, Eastover

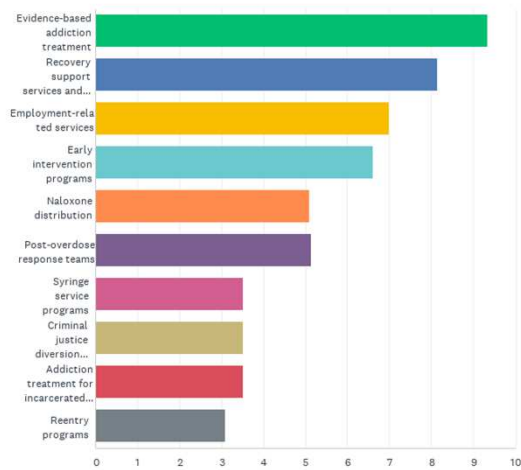
 **CUMBERLAND COUNTY**
NORTH CAROLINA
Department of Public Health

- 2022 Opioid Rapid Needs Assessment
- 2024 Needs Assessment
 - 4 Townhalls
 - Community survey
 - Ongoing feedback during community meetings
 - C-FORT Feedback
 - Board of Health Feedback

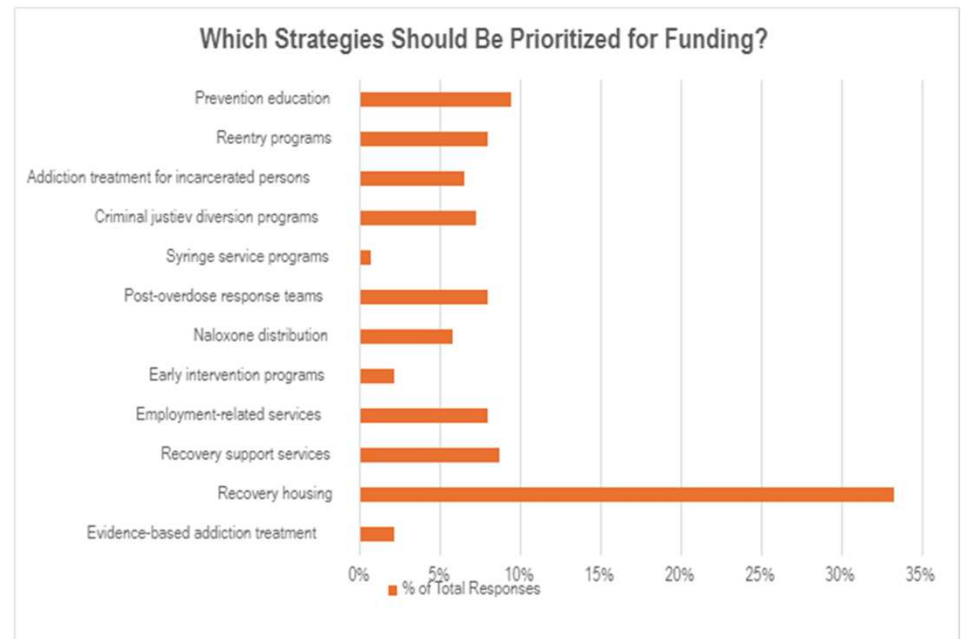
Summary of Community Feedback

Community Survey

Q12 Rank the top three strategies that should be prioritized to receive future opioid settlement funding (Rank 1-3) First Choice, Second Choice, Third Choice



Community Townhalls



Summary of Community Feedback

- Key Themes
 - Housing support is critical
 - Coordination of services is key to success
 - More engagement with health care providers
 - Prevention education
 - Engagement with new community partners
 - Schools and faith based agencies

Overall Funding Strategies

- Leverage local, state, and federal funding to implement a coordinated response to the opioid epidemic.
- Continue support and build upon momentum for projects currently being implemented
- Support implementation of high impact Option A and Option B strategies
- Promote multi-sector partnerships between healthcare agencies, mental health substance use providers, and community-based agencies
- Continue long-term planning for capital improvement projects, including in-patient treatment

2025-2029 Funding Recommendations Summary

- Total 18-Year Payment to Cumberland County (2022-2038): \$31,613,831.42
- Total Funding Recommendations Previously Approved: \$2,097,139
- Total New Funding Recommendations: \$8,054,000
- Total Funding Recommendations included in the Local Spending Authorization for Fall 2024*: \$3,204,000.00
- 9 Funding Recommendations

2025-2029 Funding Recommendations

- Collaborative Strategic Planning (Option A, Strategy 1)
 - \$500,000
 - Ongoing funding for C-FORT Coordinator and C-FORT Meetings/planning projects
 - Travel to required Statewide OSF Coordinator meetings and conferences
- Prevention Education (Option B)*
 - \$450,000
 - Continue prevention education in middle and high schools at ARP funds conclude
 - Public health educator and peer support specialist

**Funding will not be included in the proposed Local Spending Authorization Resolution until the Request for Proposals Process is completed and specific agencies are awarded.*

2025-2029 Funding Recommendations

- Community Based Projects to Align with Option A Strategies*
 - \$4,000,000
 - Early intervention, evidence-based treatment, programs to support people in treatment and recovery
 - RFP process in 2025, implementation in 2026-2029 (4-year funding cycle)
 - Up to \$800,000 per project
 - Require joint applications between providers and community-based organizations
 - Service delivery at the Recovery Resource Center

**Funding will not be included in the proposed Local Spending Authorization Resolution until the Request for Proposals Process is completed and specific agencies are awarded.*

2025-2029 Funding Recommendations

- Recovery Housing Support (Option A, Strategy 4)
 - \$500,000
 - Short-term housing support for individuals in treatment or recovery
 - Oxford House, rental, utility assistance
- Naloxone Distribution (Option A, Strategy 7)
 - \$500,000
 - Naloxone pick-up point points and community distribution
 - Aligns with federally funded training projects

2025-2029 Funding Recommendations

- Recovery Resource Center (Option A, Strategy 3)
 - \$804,000
 - 3 staff positions
 - Uber Health
 - Supplies/materials
- Ongoing support for Family Drug Treatment Court (Option A, Strategies)*
 - \$400,000
 - Family Drug Treatment Court Coordinator

**Funding will not be included in the proposed Local Spending Authorization Resolution until specific strategies are selected to focus based on the outcomes of the pilot project.*

2025-2029 Funding Recommendations

- Ongoing support for the Medication for Opioid Use Disorder (MOUD) program at Cumberland County Detention Center (Option A, Strategy 11)
 - \$500,000
 - Peer support specialist and Licensed Clinical Social Worker
 - Supported by jail health provider
- Transportation to Treatment Facilities (Option A, Strategy 3)
 - \$400,00
 - Transportation to in-patient treatment facilities outside of Cumberland County

2025-2029 Funding Recommendations Summary

- Total 18-Year Payment to Cumberland County (2022-2038): \$31,613,831.42
- Total Funding Recommendations Previously Approved: \$2,097,139
- Total New Funding Recommendations: \$ 8,054,000
- Total Funding Recommendations included in the Local Spending Authorization for Fall 2024*: \$3,204,000.00 9 Funding Recommendations

Recommended Motion

- Move to 2025-2029 Funding Recommendations and approve Local Spending Authorization and Grant Project Budget Ordinance Amendment # BR 251250 to the November 18, 2024 Regular Meeting



Department of Public Health

2025-2029 Opioid Settlement Funds Recommendations

Total 18-Year Payment to Cumberland County (2022-2038): \$31,613,831.42

Total Funding Recommendations Previously Approved: \$2,097,139

Total New Funding Recommendations: \$8,054,000

Total Funding Recommendations included in the Local Spending Authorization Resolution 2025-2029*:
\$3,204,000.00

Overall Funding Strategies

- Leverage local, state, and federal funding to implement a coordinated response to the opioid epidemic.
- Continue support and build upon momentum for projects currently being implemented
- Support implementation of high impact evidence-based Option A and Option B strategies
- Promote multi-sector partnerships between healthcare agencies, mental health substance use providers, and community-based agencies
- Continue long-term planning for capital improvement projects to expand access to treatment

Option A and B Strategy Recommendations

1. Support Collaborative Strategic Planning (Option A, Strategy 1)

Funding amount: \$500,000

The Cumberland-Fayetteville Opioid Response Team (C-FORT) has been successful in implementing coordinated activities to address the opioid crisis. Funding will support the salary of the C-FORT Coordinator to support the planning and implementation of C-FORT activities. C-FORT members meet monthly to coordinate data reviews and collection, outreach events, joint state and federal grant applications, training opportunities, naloxone distribution, post-overdose response, and organizational policy and infrastructure development. C-FORT and its subcommittees serves as the designated advisory council for several federal grants. The CCDPH Local Public Health Administrator (LPHA) serves as the designated Opioid Settlement Fund (OSF) Coordinator, and the Health Director serves on the Statewide MOA Coordination Group. Funding will support travel to meetings and conferences for staff as required.

2. Prevention Education (Option B)



Department of Public Health

Funding amount: \$450,000

Funding will support the implementation of evidence-based opioid awareness and overdose prevention education for middle and high school students and parents in Cumberland County. A pilot project, supported by American-Rescue Plan funds, to implement prevention education in 17 Cumberland County Schools is currently in the planning stage. From January 2027-December 2029, OSF funds will support ongoing implementation supported by a public health educator (PHE) and a peer support specialist (PSS). These efforts align with federally funding community-based naloxone training and distribution implemented by a PHE and PSS.

**Funding will not be included in the proposed Local Spending Authorization Resolution until the plan is approved by the State.*

3. Support community-based projects that align with Option A Strategies

Funding amount: \$4,000,000

This recommendation builds on the success of Option A pilot projects currently being implemented (2023-2025 cycle and 2024-2026 cycle). To effectively address opioid use, programs and services that address treatment, prevention, and recovery are needed. Staff will initiate a Request for Proposal (RFP) process to receive projects in each of four key areas:

- Early intervention (Strategy 6)
- Evidence-based addiction treatment for the uninsured and underinsured (Strategy 2)
- Programs to support people in treatment and recovery (Strategies 3, 4, 5, 7 and 12)
 - Recovery support services
 - Recovery housing
 - Syringe Service Programs
 - Employment related services
 - Reentry services
- Criminal justice diversion programs (Strategy 10)

An RFP process will be initiated in 2025 for up to five projects to receive up to \$800,000 over 4 years (January 2026-December 2029). At least one project should be funded in each of the four areas. Submitted projects should require a joint application between healthcare, substance use, or mental health provider and community-based organization. Projects will be required to provide services at the Recovery Resource Center. This assures services are comprehensive and will improve the overall system of available services from early intervention, treatment, and recovery and builds the capacity of smaller community-based agencies. The review panel will include individuals with lived experience with opioid use disorder.



Department of Public Health

**Funding will not be included in the proposed Local Spending Authorization Resolution until the Request for Proposals Process is completed and specific agencies are awarded.*

4. Recovery Housing Support (Option A, Strategy 4)

Funding amount: \$500,000.00

Providing stable housing is fundamental to establishing quality of life and empowering people who use to reduce the harms of drugs. From 2022-2024, the Health Department pilot project supported 121 individuals in receiving recovery housing.

Funding will support monetary assistance for temporary housing recovery housing support to people in treatment or recovery, or people who use drugs, such as assistance with rent, move-in deposits, or utilities. Support is short-term while individuals stabilize employment and other seek social supports.

5. Naloxone Distribution (Option A, Strategy 7).

Funding amount: \$500,000.00

State supplied naloxone is inconsistent and federal funds for naloxone is insufficient. Naloxone can be purchased by the Health Department to leverage public health pricing and distributed to both community members and partner agencies, as needed. Naloxone can also be used to support the The naloxone vending machine at the Cumberland County Detention Center and the distribution box at the Recovery Resource Center. The strategy aligns with federally funded projects that supports community-based naloxone training. Staff will continue to leverage other local, state, and federal funding to reduce costs under this strategy.

6. Ongoing support for the Recovery Resource Center (Option A, Strategy 3)

Funding amount: \$804,000.00

The C-FORT Recovery Resource Center (RRC) opened in October 2024 and is staffed by three health department staff members. The RRC offers a centralized location for persons who use drugs to attend recovery groups and trainings, meet with a peer support specialist, connect with a treatment provider, receive vaccines and testing for communicable diseases, and other recovery support services. The Center is supported by community partners and other federally funded health department staff. The Center is operational five days a week, including one evening each week.

7. Ongoing support for Family Drug Treatment Court (Option A Strategies)

Funding amount: \$400,000.00

Cumberland County Justices Services provides support for Family Drug Treatment Court. As a diversion court, Family Drug Treatment Court, was created to promote the safety and welfare of children and



Department of Public Health

their families and to expedite permanency for children by providing comprehensive case management and treatment services to parents or guardians who use substances through a well-designed judicial intervention plan. Funding will support a Family Drug Treatment Court Coordinator and other strategies to support wrap around services for participants.

**Funding will not be included in the proposed Local Spending Authorization Resolution until specific strategies are selected to focus based on the outcomes of the pilot project.*

8. Ongoing support for the Medication for Opioid Use Disorder (MOUD) program at Cumberland County Detention Center (Strategy 11)

Funding amount: \$500,000.00

Healing from Within is the MOUD) program at Cumberland County Detention Center. A CCSO peer support specialist and a Health Department licensed clinical social worker (LCSW) collaborative with the jail health provider (Wellpath) and local treatment providers to provide medication for treatment of opioid use disorder. Funding will support maintenance treatment for individuals who were previously connected to a treatment provider and initiation of treatment for detainees not currently enrolled in treatment. Staff are able to make a warm handoff to treatment providers and peer support specialist upon their exit from the Detention Center.

9. Transportation to Treatment Facilities

Funding amount: \$400,000.00

While outpatient treatment services are available in Cumberland County, community members seeking in-patient treatment for opioid use disorder travel outside of Cumberland County to receive services (e.g. Wilmington, Greenville, etc.). Timely transportation to these facilities, including for the uninsured or underinsured and those exiting the criminal justice system, remains a barrier to care. Funding will support transportation to a treatment facility through UberHealth or other transportation provider. C-FORT continues to work towards the long-term strategic on identifying opportunities for in-patient treatment services in Cumberland County.

CUMBERLAND COUNTY BOARD OF COMMISSIONERS

A RESOLUTION

AUTHORIZING THE EXPENDITURE OF OPIOID SETTLEMENT FUNDS

WHEREAS Cumberland County has joined national settlement agreements with companies engaged in the manufacturing, distribution, and dispensing of opioids.

WHEREAS the allocation, use, and reporting of funds stemming from these national settlement agreements and bankruptcy resolutions (“Opioid Settlement Funds”) are governed by the Memorandum of Agreement Between the State of North Carolina and Local Governments on Proceeds Relating to the Settlement of Opioid Litigation (“MOA”) and the Supplemental Agreement for Additional Funds from Additional Settlements of Opioid Litigation (“SAAF”);

WHEREAS Cumberland County has received Opioid Settlement Funds pursuant to these national settlement agreements and deposited the Opioid Settlement Funds in a separate special revenue fund as required by section D of the MOA;

WHEREAS section E.6 of the MOA states that, before spending opioid settlement funds, the local government’s governing body must adopt a resolution that:

- (i) indicates that it is an authorization for expenditure of opioid settlement funds; and,
- (ii) states the specific strategy or strategies the county or municipality intends to fund pursuant to Option A or Option B, using the item letter and/or number in Exhibit A or Exhibit B to identify each funded strategy; and,
- (iii) states the amount dedicated to each strategy for a specific period of time.

NOW, THEREFORE BE IT RESOLVED, in alignment with the NC MOA and SAAF, the expenditure of opioid settlement funds held in the special revenue fund established by the board of commissioners in accordance with Section D of the MOA is hereby authorized for the specific strategies pursuant to MOA Options A or B and in the amounts dedicated to each funded strategy for the specific period of time as set out below:

1. First strategy authorized

- a. Name of strategy: Collaborative Strategic Planning
- b. Strategy is included in MOA Exhibit A
- c. Item letter and/or number in Exhibit A: 1
- d. Amount authorized for this strategy: \$500,000
- e. Period of time during which expenditure may take place: Start date December 1, 2024-December 31, 2029
- f. Description of the program, project, or activity: Funding will support ongoing strategic planning and coordination of the County’s opioid response through the Cumberland-Fayetteville Opioid Response Team (C-FORT). Funding will support the C-FORT Coordinator and for staff to attend Opioid Settlement Funds conferences and meetings.
- g. Provider: Cumberland County Department of Public Health

2. Second strategy authorized

- a. Name of strategy: Recovery Support Services
- b. Strategy is included in MOA Exhibit A
- c. Item letter and/or number in Exhibit A: 3
- d. Amount authorized for this strategy: \$1,204,000

- e. Period of time during which expenditure may take place: Start date December 1, 2024-December 31, 2029
 - f. Description of the program, project, or activity: Ongoing support for the C-FORT Recovery Resource Center that will provide recovery support services including peer support, linkage to treatment and healthcare services, SMART recovery groups, transportation, and harm reduction services. Funding will also support transportation to treatment facilities for individuals with opioid use disorder.
 - g. Provider: Cumberland County Department of Public Health
3. Third strategy authorized
- a. Name of strategy: Recovery Housing Support
 - b. Strategy is included in MOA Exhibit A
 - c. Item letter and/or number in Exhibit A:4
 - d. Amount authorized for this strategy: \$500,000
 - e. Period of time during which expenditure may take place: Start date December 1, 2024-December 31, 2029
 - f. Description of the program, project, or activity: Funding will support housing support (e.g. rent, utilities, move-in deposits) to support individuals in entering or exiting treatment or people who use drugs.
 - g. Provider: Cumberland County Department of Public Health
4. Forth strategy authorized
- a. Name of strategy: Naloxone Distribution
 - b. Strategy is included in MOA Exhibit A
 - c. Item letter and/or number in Exhibit A:7
 - d. Amount authorized for this strategy: \$500,000
 - e. Period of time during which expenditure may take place: Start date December 1, 2024-December 31, 2029
 - f. Description of the program, project, or activity: Purchase of naloxone for distribution to community members and agencies including but not limited persons who use drugs and the family members/friends, community-based organizations who work with persons who use drugs, faith-based institutions, schools, and first responders.
 - g. Provider: Cumberland County Department of Public Health
5. Fifth strategy authorized
- a. Name of strategy: Addiction treatment for incarcerated persons
 - b. Strategy is included in MOA Exhibit A
 - c. Item letter and/or number in Exhibit A:11
 - d. Amount authorized for this strategy: \$500,000
 - e. Period of time during which expenditure may take place: Start date December 1, 2024-December 31, 2029
 - f. Description of the program, project, or activity: Funding will support the ongoing implementation of Healing from Within, the Medication for Opioid Use Disorder (MOUD) program at Cumberland County Detention Center for detainees to maintain and initiate the use of three medications (methadone, buprenorphine, or naltrexone) approved by the Food and Drug Administration (FDA) for treatment of opioid use disorder.
 - g. Provider: Cumberland County Sheriff's Office through medical staff at the Cumberland County Detention Center

The total dollar amount of Opioid Settlement Funds appropriated across the strategies listed above is \$3,204,000.00, as revised with Grant Project Budget Ordinance Amendment # BR 251250 incorporated herein by reference.

Within five days after adoption, copies of this resolution and the associated budget ordinance amendment shall be filed with the Finance Officer, Budget Officer, and Clerk to the Board, to be kept on file by them for their direction in the disbursement of County funds for this project.

Adopted . _____, to be effective November 18, 2024, nunc pro tunc.

Glenn Adams, Chair
Cumberland County Board of Commissioners

ATTEST:

Andrea Tebbe, Clerk to the Board

COUNTY SEAL



COMMUNITY DEVELOPMENT

MEMORANDUM FOR THE AGENDA OF THE NOVEMBER 14, 2024 AGENDA SESSION

TO: BOARD OF COUNTY COMMISSIONERS

**FROM: TYE VAUGHT, CHIEF OF STAFF / INTERIM DIRECTOR OF
COMMUNITY DEVELOPMENT**

DATE: 11/6/2024

**SUBJECT: COMMUNITY DEVELOPMENT MODULAR CONSTRUCTION
REPLACEMENT POLICY**

Requested by: CLARENCE GRIER, COUNTY MANAGER

**Presenter(s): TYE VAUGHT, CHIEF OF STAFF & CEDRIC TURNER, COUNTY
INTERN**

BACKGROUND

The Community Development Department has historically administered a housing rehabilitation program designed to bring single-family homes up to code when disrepair poses a health or safety risk to the homeowner or the public. This program provides deferred, forgivable loans to qualifying homeowners, allowing necessary repairs to proceed without imposing immediate financial burdens. Under the current model, Community Development issues deferred forgivable loans, using up to 80% of the home's post-rehabilitation appraised equity to cover project costs. Forgiveness of the loan principal begins in the sixth year and continues annually until the loan is fully forgiven by the 15th year, provided the homeowner or a qualifying direct heir remains in the home.

In some cases, the structural and repair costs required to address the home's deficiencies make replacement of the dwelling a more cost-effective and sustainable option. When the cost to rehabilitate is comparable to replacement, Community Development may recommend replacing the home with a modular unit or, in specific circumstances, a traditionally constructed stick-built home, provided the project remains within the allowable equity threshold.

To formalize this practice, the Community Development Department seeks Board approval of a "Community Development Policy for Modular Construction Repair." This policy establishes a clear framework and guidelines for identifying, assessing, and implementing modular replacements for qualifying properties. The policy will guide Community Development's decision-making and resource allocation, ensuring that replacement options are used prudently and in the best interest of both the homeowners and the community.

RECOMMENDATION / PROPOSED ACTION

Community Development staff request that this item be placed on the November 18, 2024, Board of Commissioners agenda as a consent item.

ATTACHMENTS:

Description	Type
Community Development Policy for Modular Construction Replacement	Backup Material

The following policy was approved at the November XX, 2024, Board of Commissioner's meeting.

Community Development Policy for Modular Construction Replacement (MCR)

1.0 PURPOSE

The MCR Policy aims to provide a clear process for replacing single-family homes in Cumberland County when repair costs become financially unsustainable. The objectives of this policy include:

- **Financial Protection:** Shield homeowners from excessive repair costs that exceed the market value of their homes.
- **Safety and Stability:** Ensure that homes meet safety standards, replacing homes that pose significant risks to occupants with a modular home or a single-family residence.
- **Support for Low-to-moderate Income Homeowners:** Align with Cumberland County's programs to assist low-income families in maintaining safe and habitable homes.

2.0 SCOPE

The MCR Policy establishes a structured approach for eligible homeowners to replace their modular or single-family home with either a modular home on a permanent foundation or a traditional stick-built residence. This policy applies when the "cost to cure" exceeds the market value of the existing property. Eligible homeowners may apply for assistance through Cumberland County's housing rehabilitation program; however, Community Development staff will determine if a replacement is appropriate based on the need and the total cost to cure.

3.0 STATEMENT OF THE POLICY

When the estimated "cost to cure" for a home exceeds its current market value, homeowners may qualify to apply for either a modular home or a single-family residence replacement under the MCR Policy. This policy protects homeowners from excessive repair costs exceeding their home's value, promoting safety, stability, and quality living conditions. Deferred forgivable loans under this policy will not exceed 80% of the home's post-rehabilitation or replacement appraised equity value.

4.0 DEFINITIONS

- a. **Cost to Cure:** As defined by HUD, "Cost to Cure" refers to the estimated expense required to bring a property into compliance with HUD's Minimum Property*

Requirements (MPR) or Minimum Property Standards (MPS). This estimate helps determine the property's eligibility for mortgage insurance, especially for FHA loans.

- b. **Cumberland County Housing Programs:** Refers to local housing and repair assistance programs, such as the Housing Rehabilitation Loan Program, which provides financial assistance for necessary home repairs.*
- c. **Foundation:** HUD defines a permanent foundation as a site-built system of durable materials, designed to anchor and stabilize the manufactured home by transferring loads (e.g., wind, seismic, gravity) to the underlying soil or rock.*
- d. **Market Value:** Defined by the International Association of Assessing Officers (IAAO) as an opinion of value, assuming property transfer under specific conditions as identified in an appraisal.*
- e. **Modular Home:** HUD defines a modular home as a structure built in sections in a factory and assembled on-site, adhering to local and state building codes, unlike manufactured homes that follow HUD's national standards for transportable structures.*
- f. **Single-Family Home:** According to HUD, a "Single-Family Home" is designed for one-family occupancy, including detached homes and attached units like townhouses.*
- g. **Single-Family Residence:** A property intended to accommodate a single family, often used in the context of HUD's mortgage insurance programs to promote affordable homeownership.*

5.0 IMPLEMENTATION

- 1. Homeownership and Land Requirement:** The homeowner must own both the home (modular or single-family) and the land on which it resides.
- 2. Initial Resource for Repair Needs:** The Housing Rehabilitation Loan Program (offered as a Deferred Forgivable Loan for 15 years) is available to low-income homeowners for structural and safety-related repairs and is the initial recourse.
- 3. Inspection and Verification:** The Construction Coordinator must document evidence showing that the cost to cure exceeds the market value of the single-family home.
- 4. Assessment and Approval:** If the cost to cure exceeds the market value, the MCR Policy applies. Community Development will review applications, confirming eligibility by ensuring that repair costs exceed market value before approving replacements. Deferred loans will follow the same 15-year forgiveness schedule as used for rehabilitation loans, with principal forgiveness beginning in the 6th year.
- 5. Income Eligibility and Prioritization:** The MCR Policy prioritizes applicants based on income eligibility, aligning with Community Development guidelines and HUD's Community Development Block Grant (CDBG) criteria, including low-to-moderate income status and housing safety risk. This ensures that low-income homeowners receive necessary support.

6. Selection of Replacement Home: Upon approval, Community Development will determine whether a modular or single-family residence replacement best fits the homeowner's needs. All replacement homes must adhere to HUD's Minimum Property Standards and local building codes. Community Development will identify a suitable replacement home using county resources or redevelopment programs, taking property dimensions and other specific requirements into account.

6.0 COMPLEMENTARY PROGRAM

The MCR Policy complements Cumberland County's existing housing support programs, including:

- Housing Rehabilitation Loan Program: Homeowners facing structural and/or safety issues may seek repair assistance through this program. However, if the cost to cure exceeds the market value, the MCR Policy allows for home replacement.

The MCR Policy, in coordination with Cumberland County's existing housing policies, provides modular and single-residence homeowners facing unaffordable repair costs with access to home replacement options when necessary, ensuring safer, more stable housing for eligible residents.



SOLID WASTE MANAGEMENT

**MEMORANDUM FOR THE AGENDA OF THE NOVEMBER 14, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 10/28/2024

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

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): AMANDA LEE, P.E., GENERAL MANAGER FOR NATURAL RESOURCES

BACKGROUND

A formal bid request was issued for a fork truck by the Solid Waste Department. At the May 6, 2024, Board of Commissioners meeting the board approved the award of IFB (Invitation for Bid) Number 24-24-SW to Lilley International, Inc. in the amount of \$158,399 based on lowest responsive, responsible bidder standard of award.

Solid Waste is responsible for garbage and recycling collection for more than 70 dumpsters in various locations throughout the county. The fork truck has a rotating arm and can be used for redundancy for the front-end loader. The size of the truck also allows Solid Waste to easily transport containers for temporary service for overflow operations and does not require a CDL driver.

Funding is available in the Solid Waste Fiscal Year 2025 Capital Outlay budget to purchase a fork truck.

RECOMMENDATION / PROPOSED ACTION

The General Manager for Natural Resources and County Management recommend the following proposed actions below be placed on the November 18, 2024, Board of Commissioners agenda as a consent item:

1. Approve the purchase of a fork truck in the amount of \$158,399.
2. Authorize the Chairman to execute the attached contract that has been pre-audited and determined to be legally sufficient.

ATTACHMENTS:

Description	Type
Board Approval of Bid Award	Backup Material
Fork Truck Contract	Backup Material

ACTION AGENDA
CUMBERLAND COUNTY BOARD OF COMMISSIONERS
COURTHOUSE - ROOM 118
MAY 6, 2024
9:00 AM

INVOCATION - Commissioner Jimmy Keefe

PLEDGE OF ALLEGIANCE -

RECOGNITION

Nonprofit Fiscal Recovery Assistance Program Award Recipients

THE BOARD OF COMMISSIONERS APPROVED FUNDING IN THE AMOUNT OF \$435,665 FOR THE FOLLWOING NONPROFIT ORGANIZATIONS:

- ACTION PATHWAYS, INC.
- AIRBORNE AND SPECIAL OPERATIONS MUSEUM FOUNDATION
- CHILD ADVOCACY CENTER, INC.
- COMMUNITY HEALTH INTERVENTIONS, INC.
- COOL SPRINGS DOWNTOWN DISTRICT, INC.
- CUT MY CITY FOUNDATION
- GATE BEAUTIFUL
- GREATER FAYETTEVILLE CHAMBER
- GREATER LIFE OF FAYETTEVILLE, INC.
- GREATER SANDHILLS CHAMBER INCORPORATED
- HOPE MILLS AREA CHAMBER OF COMMERCE, INC.
- MARIUS MAXIMUS FOUNDATION FOR MENTAL HEALTH, INC.
- MY BROTHER'S KEEPER CHURCH
- NEW LIFE IN CHRIST MIISTRIES, INC.
- SANDHILLS FAMILY HERITAGE ASSOCIATION
- SWEET TEA SHAKESPEARE
- THE SOUL HARVEST APOSTOLIC CHURCH

1. APPROVAL OF AGENDA

THE BOARD OF COMMISSIONERS APPROVED THE AGENDA WITH THE ADDITION OF A CLOSED SESSION FOR ATTORNEY-CLIENT MATTER PURSUANT TO NCGS 143.318.11(a)(3)

2. CONSENT AGENDA

Approved A. Approval of Proclamation Designating May 12-18, 2024 as "Cumberland County Law Enforcement Officers Week" and May 16, 2024 as " Peace Officers Memorial Day" in Cumberland County

Approved B. Approval of Proclamation Recognizing May 2024 as Air Quality Awareness Month in Cumberland County

Approved C. Approval of Proclamation Proclaiming May 5-11, 2024 as Hurricane Preparedness Week in Cumberland County

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

Approved E. Approval to Pay Prior Year Invoices

Approved F. Approval of Formal Bid Award for Fork Truck

Approved G. Approval of Budget Ordinance Amendments for the May 6, 2024 Board of Commissioners' Agenda

3. PUBLIC HEARINGS

A. Consideration of Approval of the Issuance of Revenue Bonds for American Titanium Metal, LLC

THE BOARD OF COMMISSIONERS CONDUCTED THE PUBLIC HEARING, AND APPROVED THE RESOLUTION ENTITLED IN PRINCIPLE OF THE ISSUANCE OF NOT TO EXCEED \$1,300,000,000 EXEMPT FACILITIES REVENUE BONDS BY THE CUMBERLAND COUNTY INDUSTRIAL FACILITIES AND POLLUTION CONTROL FINANCING AUTHORITY TO PROVIDE FINANCING TO AMERICAN TITANIUM METAL, LLC.

4. ITEMS OF BUSINESS

A. Consideration of Renewal of Lease with Cumberland County Communicare, Inc.

ITEM WAS TABLED UNTIL A POLICY HAS BEEN ESTABLISHED FOR THE LEASING/RENTAL OF COUNTY OWNED PROPERTIES. THE CURRENT LEASE HAS BEEN EXTENDED TO AUGUST 1, 2024.

Approved B. Consideration of the Submission of the Program Year 2024 Community Development Annual Action Plan

5. NOMINATIONS

A. Joint Fort Liberty & Cumberland County Food Policy Council (2 Vacancies))

NOMINEES:

CO-CHAIR/CIVILIAN CHAIR FROM CUMBERLAND COUNTY
CLIFTON JOHNSON

MEMBERS WHO DO NOT WORK IN LOCAL GOVERNMENT OR HEALTH AGENCIES
MELISSA PENNINGTON

B. Joint Planning Board (2 Vacancies)



FINANCE DEPARTMENT

MEMORANDUM FOR BOARD OF COMMISSIONERS AGENDA OF MAY 6, 2024

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JESSICA HULLENDER, FINANCE ACCOUNTANT MANAGER

DATE: 4/25/2024

SUBJECT: APPROVAL OF FORMAL BID AWARD FOR FORK TRUCK

BACKGROUND

Funding in the amount of \$160,794 is available in the FY 2024 Solid Waste Capital Outlay budget to purchase a fork truck. Solid Waste is responsible for garbage and recycling collection for more than 70 dumpsters in various locations throughout the county. The fork truck has a rotating arm and can be used for redundancy for the front-end loader. The size of the truck also allows Solid Waste to easily transport containers for temporary service for overflow operations and does not require a CDL driver.

A formal bid request was issued for a fork truck and two bids were received. Lilley International, Inc. was the lowest responsive, responsible bidder with a total bid of \$158,339.

RECOMMENDATION / PROPOSED ACTION

Finance and Purchasing staff recommend that the Board of Commissioners award IFB (Invitation for Bid) Number 24-24-SW to Lilley International, Inc. in the amount of \$158,399 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: 04/25/2024 Department: Solid Waste

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

Amount of Bid Award (or estimated contract amount): \$158,399 (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: \$160,794 Original Budget (Y/N): N or Budget Revision #: 240782 Re-Appropriation

Budget Line: Org. 6254608 Object Code: 577100 Project Code: 23853

Department Bid Award Recommendation (specify the vendor):

Lilly International, 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.):

Carolina Environmental Systems, Inc. and Lilly International, Inc. were the only two bidders.

Lilly International, Inc. was the lowest 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: [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: 4-25-24 Finance Director (Please see question below)

[Signature] Date: 4/25/24 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: 4/25/24 County Purchasing Manager

FOR PURCHASING ONLY BELOW THIS LINE

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



Financial Services
Purchasing Division

Bid Tab Summary
IFB# 24-24-SW | FORK TRUCK

Bid Due Date: April 10, 2024, at 2:00 PM

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	Total Bid
Lilley International, Inc.	4/5/24	3:12 PM	✓	✓	✓	✓	✓	\$ 158,399.00
Carolina Environmental Systems, Inc.	4/8/24	10:32 AM	✓	✓	✓	✓	✓	Base: \$158,988.00 Option: \$161,488.00

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 **Lilley International, Inc.** a business located at **1526 S. Blount St., Raleigh, NC 27603**, hereinafter referred to as VENDOR.

WITNESSETH

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

WHEREAS, the COUNTY issued an IFB, included as *Attachment A*, and incorporated herein by reference, to **IFB #24-24-SW Fork Truck**; 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 **\$158,399** 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:
Lilley International, Inc.
1526 S. Blount St.
Raleigh, NC 27603

COUNTY:
Amanda Lee Bader, 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.

CUMBERLAND COUNTY

BY: _____

Glenn Adams, Board Chairman

Lilley International, Inc.

ATTEST

BY: Nicholas Timper / Sales

Name/Title

BY: _____

Name/Title

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

Robin Adams

County Finance Office

Approved for Legal Sufficiency upon formal execution by all parties

Chelle 10/22/24
County Attorney's Office

BOC approved 5/6/24

Attachment A



SOLID WASTE

INVITATION FOR BID #24-24-SW

FORK TRUCK

Date of Issue: March 27, 2024

Questions Due Date: April 1, 2024 (Monday) at 12:00 PM (EST)

Bid Due Date: April 10, 2024 (Wednesday) at 2:00 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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Bid Number: IFB #24-24-SW Fork Truck

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1.0 PURPOSE AND BACKGROUND

Cumberland County operates 16 container sites and provides collections services for several other government locations. The County is in need of a vehicle that can transport dumpsters and that can tip dumpsters into a 40 cubic yard roll off container. The County is soliciting bids on behalf of the Solid Waste Management department for a fork truck to serve this purpose.

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 #24-24-SW Fork Truck</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 #24-24-SW Fork Truck</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 Wednesday, April 10, 2024, at 2:00 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 **2:00 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.

Bid Number: IFB #24-24-SW Fork Truck

- 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.
- 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 **Monday, April 1, 2024 at 12:00 PM**. Vendors should enter "**IFB #24-24-SW Fork Truck: 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.

Bid Number: IFB #24-24-SW Fork Truck

!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.

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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 fork truck shall be a new Mack MD7 *or equivalent*.

Vehicle Configuration

- Conventional Chassis
- 2024/25 Model Year Specified
- Set Back Axle - Truck
- Straight Truck Provision
- LH Primary Steering Location

General Service

- Truck Configuration
- Domiciled, USA (Excluding California and Carb Opt-In States)
- Refuse Service
- Sanitation Business Segment
- Dry Bulk Commodity
- Terrain/Duty: 100% (All) Of the Time, In Transit, Is Spent on Paved Roads
- Maximum 8% Expected Grade
- Smooth Concrete or Asphalt Pavement - Most Severe In-Transit (Between Sites) Road Surface
- Medium Truck Warranty
- Expected Front Axle(s) Load: 8,000.0 lbs
- Expected Rear Drive Axle(s) Load: 18,000.0 lbs
- Expected Gross Vehicle Weight Capacity: 26,000.0 lbs

Engine

- CUM B6.7 260 HP @ 2400 RPM, 2600 Gov, 660 lb-ft @ 1600 RPM
- Electronic Parameters
- 75 MPH Road Speed Limit
- Cruise Control Speed Limit Same as Road Speed Limit
- PTO Mode Brake Override - Service Brake Applied

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- PTO RPM With Cruise Set Switch - 700 RPM
- PTO RPM With Cruise Resume Switch - 800 RPM
- PTO Mode Cancel Vehicle Speed - 5 MPH
- PTO Governor Ramp Rate - 250 RPM Per Second
- PTO Minimum RPM - 700
- Regen Inhibit Speed Threshold - 5 MPH
- No PTO 1 Controls
- No PTO 2 Controls
- No PTO 3 Controls
- No Engine Mount PTO Controls

Engine Equipment

- 2010 EPA/Carb/GHG21 Configuration
- No 2008 Carb Emission Certification
- Standard Oil Pan
- Engine Mounted Oil Check and Fill
- Side Of Hood Air Intake with Firewall Mounted Donaldson Air Cleaner
- Dr 12v 160 Amp 28-Si Quadramount Pad Alternator with Remote Battery Volt Sense
- (2) DTNA Genuine, Flooded Starting, Min 2000CCA, 370RC, Threaded Stud Batteries
- Battery Box Frame Mounted
- Standard Battery Jumpers
- Single Battery Box Frame Mounted LH Side Under Cab
- Wire Ground Return for Battery Cables with Additional Frame Ground Return
- Non-Polished Battery Box Cover
- Positive Load Disconnect with Cab Mounted Control Switch Mounted Outboard Driver Seat
- Cummins Turbocharged 18.7 CFM Air Compressor with Internal Safety Valve
- Standard Mechanical Air Compressor GovernoAir Compressor Discharge Line
- Electronic Engine Integral Shutdown Protection System
- Rh Outboard Under Step Mounted Horizontal Aftertreatment System Assembly with RH Horizontal Tailpipe
- Engine Aftertreatment Device, Automatic Over the Road Regeneration and Dash Mounted Regeneration Request Switch
- Standard Exhaust System Length
- RH Standard Horizontal Tailpipe
- 6 Gallon Diesel Exhaust Fluid Tank
- 100 Percent Diesel Exhaust Fluid Fill
- LH Medium Duty Standard Diesel Exhaust Fluid Tank Location
- Standard Diesel Exhaust Fluid Pump Mounting
- Standard Diesel Exhaust Fluid Tank Cap
- Air Powered On/Off Engine Fan Clutch
- Automatic Fan Control Without Dash Switch, Non-Engine Mounted
- Cummins Spin on Fuel Filter
- Full Flow Oil Filter
- 700 Square Inch Aluminum Radiator
- Antifreeze To -34° F, Oat (Nitrite and Silicate Free) Extended Life Coolant
- Gates Blue Stripe Coolant Hoses or Equivalent
- Constant Tension Hose Clamps for Coolant Hoses
- Radiator Drain Valve
- Lower Radiator Guard
- Phillips-Temro 1000 Watt/115 Volt Block Heater
- Black Plastic Engine Heater Receptacle Mounted Under LH Door
- Aluminum Flywheel Housing
- Electric Grid Air Intake Warmer
- Delco 12V 29MT Starter with Integrated Magnetic Switch

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Transmission

- Allison 3500 RDS Automatic Transmission with PTO Provision

Transmission Equipment

- Allison Vocational Package 142 - Available On 3000/4000 Product Families with Vocational Model RDS
- Allison Vocational Rating for Refuse Applications Available with All Product Families
- Primary Mode Gears, Lowest Gear 1, Start Gear 1, Highest Gear 6, Available for 3000/4000 Product Families Only
- Secondary Mode Gears, Lowest Gear 1, Start Gear 1, Highest Gear 6, Available for 3000/4000 Product Families Only
- Primary Shift Schedule Recommended by DTNA And Allison, This Defined by Engine and Vocational Usage
- Secondary Shift Schedule Recommended by DTNA And Allison, This Defined by Engine and Vocational Usage
- Primary Shift Speed Recommended by DTNA And Allison, This Defined by Engine and Vocational Usage
- Secondary Shift Speed Recommended by DTNA And Allison, This Defined by Engine and Vocational Usage
- Engine Brake Range Preselect Recommended by DTNA And Allison, This Defined by Engine and Vocational Usage
- Engine Brake Range Alternate Preselect Recommended by DTNA And Allison, This Defined by Engine and Vocational Usage
- Fuel Sense 2.0 Disabled - Performance - Table Based
- Driver Switch Input - Default - No Switches
- No Rear PTO Transmission Range
- Customer Installed Chelsea 280 Series PTO
- PTO Mounting, LH Side of Main Transmission Allison
- Magnetic Plugs, Engine Drain, Transmission Drain, Axle(s) Fill and Drain
- Push Button Electronic Shift Control, Dash Mounted
- Transmission Prognostics - Enabled 2013
- Water To Oil Transmission Cooler, In Radiator End Tank
- Transmission Oil Check and Fill with Electronic Oil Level Check
- Synthetic Transmission Fluid (TES-295 Compliant)

Front Axle & Equipment

- Detroit DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 Drop Single Front Axle
- Meritor 15x4 Q+ Cam Front Brakes
- Non-Asbestos Front Brake Lining
- Cast Iron Outboard Front Brake Drums
- Front Oil Seals
- Vented Front Hub Caps with Window, Center, and Side Plugs - Oil
- Standard Spindle Nuts for All Axles
- Meritor Automatic Front Slack Adjusters
- TRW THP-60 Power Steering
- Power Steering Pump
- 2 Quart See Through Power Steering Reservoir
- Mineral SAE 80/90 Front Axle Lube

Front Suspension

- 12,000# Dual Taperleaf Front Suspension
- Maintenance Free Rubber Bushings - Front Suspension
- Front Shock Absorbers

Rear Axle & Equipment

- Detroit DA-RS-19.0-4 19,000# R-Series Single Rear Axle
- 5.88 Rear Axle Ratio
- Iron Rear Axle Carrier with Standard Axle Housing
- MXL 16T Meritor Extended Lube Main Driveline with Half Round Yokes
- Driver Controlled Traction Differential - Single Rear Axle
- (1) Driver Controlled Differential Lock Rear Valve for Single Drive Axle

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- Blinking Lamp with Each Mode Switch, Differential Unlock with Ignition Off, Active <5 MPH
- Meritor 16.5x8.62 Q+ Cast Spider Cam Rear Brakes, Double Anchor, Fabricated Shoes
- Non-Asbestos Rear
- Brake Lining Brake Cams and Chambers on Forward Side of Drive Axle(s)
- Cast Iron Outboard
- Rear Brake Drums Rear Oil Seals
- WABCO TRISTOP D Longstroke 1-Drive Axle Spring Parking Chambers
- Meritor Automatic Rear Slack Adjusters
- Current Available Synthetic 75W-90 Rear Axle Lube

Rear Suspension

- 21,000# 52" Variable Rate Multi-Leaf Spring Rear Suspension with Leaf Spring Helper
- Spring Suspension - No Axle Spacers
- Standard Axle Seats in Axle Clamp Group

Brake System

- Air Brake Package
- WABCO 4S/4M ABS
- Reinforced Nylon, Fabric Braid and Wire Braid Chassis Air Lines
- Fiber Braid Parking Brake Hose
- Standard Brake System Valves
- Standard Air System Pressure Protection System
- Std U.S. Front Brake Valve
- Relay Valve with 5-8 PSI Crack Pressure, No Rear Proportioning Valve
- WABCO System Saver HP with Integral Air Governor and Heater
- Air Dryer Frame Mounted
- Steel Air Brake Reservoirs
- Pull Cable on Wet Tank, Petcock Drain Valves on All Other Air Tanks

Trailer Connections

- Upgraded Chassis Multiplexing Unit
- Upgraded Bulkhead Multiplexing Unit

Wheelbase & Frame

- 5325mm (210") Wheelbase
- 11/32"x3-1/2"x10-3/16" Steel Frame (8.73mmx258.8/0.344x10.19 Inch) 80KSI
- 2025mm (80") Rear Frame Overhang
- Frame Overhang Range: 71" To 80"
- Calculated Back of Cab to Rear Susp C/L (Ca): 144.09"
- Calculated Effective Back of Cab to Rear Suspension C/L (CA): 141.09"
- Calculated Frame Length - Overall: 328.32"
- Calculated Frame Space LH Side: 109.39"
- Calculated Frame Space RH Side: 91.7"
- Square End of Frame
- Front Closing Crossmember
- Standard Weight Engine Crossmember
- Standard Crossmember Back of Transmission Standard Midship #1 Crossmember(s)
- Standard Rearmost Crossmember
- Standard Suspension Crossmember

Chassis Equipment

- Three-Piece 14" Painted Steel Bumper with Collapsible Ends
- Front Tow Hooks - Frame Mounted
- Bumper Mounting for Single License Plate
- Fender And Front of Hood Mounted Front Mudflaps
- Grade 8 Threaded Hex Headed Frame Fasteners

Fuel Tanks

Bid Number: IFB #24-24-SW Fork Truck

- 50 Gallon/189 Liter Rectangular Aluminum Fuel Tank - LH
- Rectangular Fuel Tank(s)
- Plain Aluminum/Painted Steel
- Fuel/Hydraulic Tank(s) With Painted Bands Fuel Tank(s) Forward
- Plain Step Finish
- Fuel Tank Cap(s)
- Detroit Fuel/Water Separator with Water in Fuel Sensor and Hand Primer
- EQUIFLO Inboard Fuel System
- High Temperature Reinforced Nylon Fuel Line

Tires

- Bridgestone ECOPIA R268 11R22.5 14 Ply Radial Front Tires
- Bridgestone M726ELA 11R22.5 14 Ply Radial Rear Tires

Hubs

- CONMET Preset Plus Premium Iron Front Hubs
- CONMET Preset Plus Premium Iron Rear Hubs

Wheels

- MAXION Wheels 90262 22.5x8.25 10-Hub Pilot 6.19 Inset 5-Hand Steel Disc Front Wheels
- MAXION Wheels 90262 22.5x8.25 10-Hub Pilot 5-Hand Steel Disc Rear Wheels
- Front Wheel Mounting Nuts
- Rear Wheel Mounting Nuts
- No Pusher/Tag Wheel Mounting Nuts

Cab Exterior

- 106" BBC Flat Roof Aluminum Conventional Cab
- Air Cab Mounting
- LH And RH Grab Handles
- Mold-In Color Grille
- Mold-In Color Hood Mounted Air Intake Grille
- Fiberglass Hood
- Single Electric Horn
- Rear License Plate Mount End of Frame
- Integral Headlight/Marker Assembly
- (5) Amber Marker Lights
- Integral Stop/Tail/Backup Lights
- Standard Front Turn Signal Lamps
- Dual West Coast Bright Finish Heated Mirrors with LH And RH Remote
- Door Mounted Mirrors
- 102" Equipment Width
- LH And RH 8" Bright Finish Convex Mirrors Mounted Under Primary Mirrors
- Standard Side/Rear Reflectors
- 63"x14" Tinted Rear Window
- Tinted Door Glass LH And RH With Tinted Non-Operating Wing Windows
- RH And LH Electric Powered Windows, Passenger Switches on Door(s)
- 1-Piece Solar Green Glass Windshield
- 2 Gallon Windshield Washer Reservoir Without Fluid Level Indicator, Frame Mounted

Cab Interior

- Opal Gray Cloth Interior
- Molded Plastic Door Panel
- Molded Plastic Door Panel
- Black Mats with Single Insulation
- Forward Roof Mounted Console with Upper Storage Compartments Without Netting
- In Dash Storage Bin
- (2) Cup Holders LH and RH Dash

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- Gray/Charcoal Flat Dash
- Heater, Defroster and Air Conditioner
- Standard HVAC Ducting
- Main HVAC Controls with Recirculation Switch
- Standard Heater Plumbing
- VALEO Heavy Duty A/C Refrigerant Compressor
- Binary Control, R-134A
- Standard Insulation
- Solid-State Circuit Protection and Fuses
- 12V Negative Ground Electrical System
- Dome Light With 3-Way Switch Activated by LH And RH Doors
- Door Locks and Ignition Switch Keyed the Same
- Key Quantity Of 2
- LH And RH Electric Door Locks
- Basic Isringhausen High Back Air Suspension Drivers Seat with Mechanical Lumbar and Integrated Cushion Extension
- Basic High Back Non-Suspension Passenger Seat
- LH And RH Integral Door Panel Armrests
- Vinyl With Vinyl Insert Driver Seat
- Vinyl With Vinyl Insert Passenger Seat
- Black Seat Belts
- Fixed Steering Column
- 4-Spoke 18" (450mm) Steering Wheel
- Driver and Passenger Interior Sun Visors

Instruments & Controls

- No TEM INTFC, SW Pkg, MUX, LWR Dash
- Gray Driver Instrument Panel
- Gray Center Instrument Panel
- Black Gauge Bezels
- Low Air Pressure Indicator Light and Audible Alarm
- 2" Primary and Secondary Air Pressure Gauges
- Intake Mounted Air Restriction Indicator Without Graduations
- Electronic Cruise Control with Switches in LH Switch Panel
- Key Operated Ignition Switch and Integral Start Position; 4 Position Off/Run/Start/Accessory
- ICU3S, 132x48 Display with Diagnostics, 28 LED Warning Lamps and Data Linked
- Heavy Duty Onboard Diagnostics Interface Connector Located Below LH Dash
- 2" Electric Fuel Gauge
- Programmable Rpm Control - Electronic Engine
- Electrical Engine Coolant Temperature Gauge
- 2" Transmission Oil Temperature Gauge
- Engine And Trip Hour Meters Integral Within Driver Display
- Customer Furnished and Installed PTO Controls
- Electric Engine Oil Pressure Gauge
- No Overhead Instrument Panel
- Electronic MPH Speedometer with Secondary Kph Scale, Without Odometer
- Standard Vehicle Speed Sensor
- Electronic 3000 RPM Tachometer
- Idle Limiter, Electronic Engine
- No Hardwire Switch #1
- No Hardwire Switch #2
- No Hardwire Switch #3
- No Hardwire Switch #4

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- Digital Voltage Display Integral with Driver Display
- Single Electric Windshield Wiper Motor with Delay
- Marker Light Switch Integral with Headlight Switch
- One Valve Parking Brake System with Warning Indicator
- Self-Canceling Turn Signal Switch with Dimmer, Washer/Wiper, and Hazard in Handle
- Integral Electronic Turn Signal Flasher with Hazard Lamps Overriding Stop Lamps

Design

- Paint: White

Color Cab

- Color A: L0006EY White Elite EY
- Black, High Solids Polyurethane Chassis Paint
- Powder White (N0006EA) Front Wheels/Rims (PKWHT21, TKWHT21, W, TW)
- Powder White (N0006EA) Rear Wheels/Rims (PKWHT21, TKWHT21, W, TW)
- Bumper Paint: FP24812 Argent Silver Dupont Flex
- Standard E Coat/Undercoating

Certification / Compliance

- U.S. FMVSS Certification, Except Sales Cabs and Glider Kits

Raw Performance Data

- Calculated Effective Back of Cab to Rear Suspension C/L (CA): 141.09”

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight	6,239 lbs	3,975 lbs	10,214 lbs
Total Weight	6,239 lbs	3,975 lbs	10,214 lbs

Extended Warranty

- Towing: 1 Year/Unlimited Miles/KM Extended
- Towing Coverage \$550 Cap Fex Applies

ROTATOR BODY SPECIFICATIONS

A. OPERATING SPECIFICATIONS

1. Manufacturers Rated Capacity:
 - a. Lifting 8,000 lbs
 - b. Hauling 4,000 lbs
 - c. Rotating 4,000 lbs
2. **Manufacturers Factory Tested Lifting Capacity: 8,000 lbs
3. Recommended Container Lengths:
 - a. Front End Loader Container (FEL) 2 yard to 10 yard
 - b. Rear End Load Container (REL) 2 yard to 6 yard
4. Maximum working Hydraulic Pressure: 1850 PSI
5. Theoretical Approximate Operating Times Based on 17.5 GPM at 1500 RPM:
 - a. Lift Cyl Up = 9 seconds
 - b. Lift Cyl Down = 7 second
 - c. Tilt Retract = 11 seconds
 - d. Tilt Extend = 9 seconds

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- e. Rotator Retract = 3 seconds
 - f. Rotator Extend = 4 seconds
6. Rotator has 200° Rotation
 7. Lower Reach Height: Based on 43" Chassis Frame Height, will reach All ANSI Compliant Containers
 - a. 6-1/8"
 8. Integrated Nylon Ratchet Straps to provide additional securement for both REL and FEL Containers
 9. Designed to dump into standard 40-cubic yard open top container
 10. Container stacking capabilities

*NOTE: The above capacity ratings are based on container's center of gravity out 24" on forks. With a loaded container, travel is limited to 20 MPH on a smooth, level terrain. !!WARNING!! Increased speeds and rougher terrain will substantially reduce the rated capacity of the container handler. Do Not exceed rated capacity of (1) container handler, (2) container, or (3) truck. Doing so may result in damage to equipment and/or injury to persons.

**NOTE: Factory tested on a hard level surface and a water level loaded container.

B. STRUCTURAL SPECIFICATIONS

1. Main Frame:

(1) Fabricate "L" type assembly specifically designed to maximize strength to weight ratio. The assembly consists of multiple members of Rectangular Structural Tubing ASTM A500 Grade "C" and A36 and A569 Plate Corner Joining Plates

(2) 4"x3"x1/4" ASTM A500 Grade "C" Rectangular Tubing Horizontal Main Rails Joined in Parallel By:

- (2) 2-1/2"x3/16" ASTM A500 Grade "C" Square Tubing Crossmembers
- (2) 3"x2"x1/4" Angle Crossmembers
- (1) 3"x2"x3/16" ASTM A500 Grade "C" Rectangular Tubing Crossmember

(2) 6"x3"x1/4" ASTM A500 Grade "C" Rectangular Tubing Vertical Main Rails Joined in Parallel By:

- (1) 3"x3/16" ASTM A500 Grade "C" Square Tubing Crossmember
- (2) 1-1/2"x1-1/2"x3/16" Angle Crossmembers

(2) 3"x2"x3/16" ASTM A500 Grade "C" Rectangular Tubing Diagonal Main Rail Braces Joined in Parallel To:

- (2) 4"x3"x3/16" ASTM A500 Grade "C" Rectangular Tubing Outboard Mount
- (4) 3"x3"x1/2" Angle Crossmembers

(2) Lower Lift Cylinder Mounts

- (2) 3/8" A569 Plate
- (2) 1/2" A36 Plate
- (4) Outboard Supported Lower Lift Shaft By:
- (4) 2-1/2"x1-1/2"x1" 1026 Round Mechanical Tubing Welded Collars

(2) Upper Tilt Cylinder Mounts

- (4) 1/2" A36 Plate
- (4) Outboard Supported Upper Tilt Shaft By:
- (4) 2-1/2"x1-1/2"x1" 1026 Round Mechanical Tubing Welded Collars

(2) Main Frame Arm Assembly Pivot Mounts

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- (2) 1/2" A36 Plate
 - (2) 4"x3"x3/16" ASTM A500 Grade "C" Rectangular Tubing Outboard Mount
 - (4) Outboard Supported Upper Lift Shaft By:
 - (2) 2-1/2"x1-1/2"x1" 1026 Round Mechanical Tubing Welded Collars
 - (2) 2-1/2"x1-1/2"x4-3/8" 1026 Round Mechanical Tubing Collars Fully Welded into Vertical Main Frame Tubing
2. Main Frame Arm Assembly:
- (2) 6"x3"x3/8" ASTM A500 Grade "C" Rectangular Tubing Horizontal Main Rails Joined in Parallel By:
 - (2) 6"x3"x3/8" ASTM A500 Grade "C" Rectangular Tubing Crossmember
 - (1) 1-1/2"x1-1/2"x3/16" Angle Crossmembers
 - (2) 3/8"x2"x77-3/16" A36 Plate Outboard Supported Braces:
 - (2) 3"x2"x3/16" ASTM A500 Grade "C" Rectangular Tubing Outboard Supports
 - (2) Main Frame Arm Assembly Pivot Bushings
 - (2) 2-1/2"x 1-1/2"x4-3/8" 1026 Round Mechanical Tubing Fully Welded
 - (2) Fork Mast and Rotator Pivot Bushings
 - (2) 2-1/2"x1-3/4"x2-7/8" 1026 Round Mechanical Tubing Fully Welded
 - (2) 1-3/4"x1-1/2"x2-7/8" SAE 660 Bronze Tubing Bushings
 - (2) Upper Lift Cylinder Mounts
 - (2) 2-1/2"x1-1/2"x4-3/8" 1026 Round Mechanical Tubing Fully Welded
 - (2) Outboard Supported Upper Lift Shaft By:
 - (2) 1/2" A36 Plate
 - (4) 2-1/2"x1-1/2"x1" 1026 Round Mechanical Tubing Welded Collars
3. Rotator Assembly:
- Two Cylinder Rack and Pinion Design
 - 200° Degree Rotation
 - Designed to Rotate and Dump to Rated Capacity
- Fabricated Assembly Consisting Of:
- ASTM A500 Grade "C" Rectangular Structural Tubing Fully Welded and Gusseted
 - Two Rotator Cylinders
 - 8" Spur Gear
 - (2) 3"x24" Gear Racks
 - Rotator Pin 4" C1018
 - (2) Container Lift Forks made of 1-1/2"x4"x60" H4150 Material
 - (3) Replaceable Polyurethane Container Bumpers
 - Brass Bearing 4"x3" Vertically Cast SAE 660 Bronze
4. Lower & Upper Lift Cylinder Shafts:
1-1/2" CFRD 1018 64,000 PSI Cold Rolled Steel Bar
5. Lower & Upper Arm Assembly Pivot Shafts:
1-1/2" CFRD 1018 64,000 PSI Cold Rolled Steel Bar
6. Lower & Upper Tilt Cylinder Shafts:
1-1/2" CFRD 1018 64,000 PSI Cold Rolled Steel Bar
7. Integrated Rear LED Light Assembly – Pintle Hook or Reese Receiver ready, Welded to the Rear of Chassis
8. Rear Plate

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1/4" A36 Material With 3/4" A36 Pintle Hook Mounting Plate Installed
Rear Mounting Plate Reinforced With (2) 41" Long Formed A36 Channels Allowing for Rear LED Light Install
Rear Assembly Supported by (2) 1/2"x3" A36 Struts Welded and Huck Bolted to The Rear of the Chassis Rails for Extra Support

9. Hoist Props: Single Safety Prop
10. Poly Half Round Fenders
11. Rear Load Attachment NOTE: All main frames and manufactured components shall be fixture when fabricated to assure interchangeability of parts

NOTE: All main frames and manufactured components shall be fixture when fabricated to assure interchangeability of parts

C. HYDRAULIC SPECIFICATIONS

1. Pump: Direct Mount Gear Type, 17.5 GPM at 1500 RPM with 13 Tooth, 7/8" spline, Rear Ported
2. Hydraulic Valve:
Outside Control Levers Allow for Proportional Control of Hoist Cylinders
Standard Operating GPM Equals 17.5
System Warrantied at 1850 PSI
3. Return Line Oil Filter:
Internal Cartridge Minimum 9" Long
Flow Rate 100 GPM
3 Micron Synthetic Filter with An Absolute Rating Per ISO4572-Beta 200 Greater Than 2.0
Dirt Holding Capacity of 115 Grams
Ported to Allow Installation of Quick Disconnects for Import of Hydraulic Oil Into System
4. Oil Reservoir:
Oil Reservoir Must Be Adequately Sized for All Hydraulic Operation and to Manufacturer's Specifications
The Reservoir Shall Be Manufactured to Reduce the Opportunity to Fill the Reservoir with Oil Except Through the Return Filter
The Reservoir Must Be Ported to Allow Installation of Disconnects to Facilitate the Attachment of Filter Carts.
5" Sight Gauge to Allow Visual Inspection of the OIL And Temperature Level
100 Wire Mesh Suction Strainer with Internal Bypass
Magnetic Drain Plug Kleenzoil Capable
5. System Total Oil Capacity: 32 gallons
6. Shutoff Valves: 1-1/4" Ball Valve
7. Hydraulic Fittings: Swivel, O-Ring Fittings and JIC
8. Hydraulic Hoses: SAE 100-R2
9. Hydraulic Tubing: 3/8"
10. Lift Cylinders: (2) 3-1/2"x2"x32" D.A. Cylinders
11. Tilt Cylinders: (2) 4"x2"x29-1/2" D.A. Cylinders

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12. Rotator Cylinders: (2) 3"x1-1/2"x16"
13. Oil Reservoir Air Breather: Replaceable 10 Micron
14. Hydraulic Oil: Multi Viscosity MV36 Hydraulic Oil Used

D. ELECTRICAL SPECIFICATIONS

1. FMVSS Compliant and CMVSS Compliant
2. Hoist Up Exterior Audible Alarm With 2" In-Cab Flashing Red Indicator Light
- Hoist Up Alarm Must Be Activated by A Proximity Switch
3. Self-Adjusting Exterior Audible Back Up Alarm
4. Truck-Lite Brand Exterior Rubber Grommet Mounted Lighting That Meets All Department of Transportation Requirements
5. LED Lighting:
Bumper Lighting
Clearance Lighting
Side Marker Lights
Mid-Body Marker and Turn Lighting
6. Department of Transportation Required Conspicuity Tape Markings
7. All Standard Lighting Utilizes a Sealed Wiring Harness Designed Specifically to be Compatible with Truck-Lite Brand Components to Eliminate the Need for Junction Boxes
8. Inside the Cab Ergonomic Control System Housed in a Powder Coated Console

E. MANUFACTURERS RECOMMENDED TRUCK CHASSIS SPECIFICATIONS

1. Minimum Front Capacity: 7,000 lbs Minimum
2. Minimum Rear Capacity: 17,500 lbs Minimum
3. Truck Frame: 50,000 PSI
4. Recommended Truck CA: 80"
5. Minimum Required After Frame: 32"

F. MOUNTING SPECIFICATIONS

1. Main Pressure Relief Valve Shall Be Set and Security with Tamper Resistant Seal When Factory Mounted
Castrol Dual Viscosity ISO46 Hydraulic Oil Used
Can Be Certified to ISO 16/13
2. Non-Invasive Single Wire Electrical Hook-Up from Truck to Hoist Electrical System
All Standard and Optional Equipment Mounted with Huck Bolt Fasteners
3. Outside Hydraulic Controls to Be Mounted On 3/8" A36 Steel Plate Reinforced By 3/8" Formed Channel Support
4. Protective Outside Hydraulic Valve Cover

5. Phosphatize Power Wash System Used Prior to Primer
6. Two Part Epoxy Primer Used to Prime Hoist
7. Two Part Epoxy Gloss Black Finish Paint Finish Paint Baked at 140 degrees for a Minimum of 30 Minutes Paint to Meet or Exceed IMROM 6000 Specifications
8. Pre-Delivery Inspection Performed Prior to Deliver

Additional Requirements:

- a. Full Mounting by Authorized Dealer
- b. Hot Shift PTO / Pump
- c. Black Paint
- d. Freight to Fayetteville, NC

B. 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.

Bid Number: IFB #24-24-SW Fork Truck

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 #24-24-SW Fork Truck

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: 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



**CUMBERLAND
COUNTY**
NORTH CAROLINA

SOLID WASTE

INVITATION FOR BID #24-24-SW

FORK TRUCK

Date of Issue: March 27, 2024

Questions Due Date: April 1, 2024 (Monday) at 12:00 PM (EST)

Bid Due Date: April 10, 2024 (Wednesday) at 2:00 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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Bid Number: IFB #24-24-SW Fork Truck

1.0 PURPOSE AND BACKGROUND

Cumberland County operates 16 container sites and provides collections services for several other government locations. The County is in need of a vehicle that can transport dumpsters and that can tip dumpsters into a 40 cubic yard roll off container. The County is soliciting bids on behalf of the Solid Waste Management department for a fork truck to serve this purpose.

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.

Mail address for delivery of bid via U.S. Postal Service	Office address for delivery by any other method (special delivery overnight or any other carrier)
<p>BID TITLE: <i>IFB #24-24-SW Fork Truck</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>BID TITLE: <i>IFB #24-24-SW Fork Truck</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 2:00 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 **2:00 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.**

Bid Number: IFB #24-24-SW Fork Truck

- 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.
- 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 **Monday, April 1, 2024 at 12:00 PM**. Vendors should enter "*IFB #24-24-SW Fork Truck: 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.

Bid Number: IFB #24-24-SW Fork Truck

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.

Bid Number: IFB #24-24-SW Fork Truck

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 fork truck shall be a new Mack MD7 *or equivalent*.

Vehicle Configuration

- Conventional Chassis
- 2024/25 Model Year Specified
- Set Back Axle - Truck
- Straight Truck Provision
- LH Primary Steering Location

General Service

- Truck Configuration
- Domiciled, USA (Excluding California and Carb Opt-In States)
- Refuse Service
- Sanitation Business Segment
- Dry Bulk Commodity
- Terrain/Duty: 100% (All) Of the Time, In Transit, Is Spent on Paved Roads
- Maximum 8% Expected Grade
- Smooth Concrete or Asphalt Pavement - Most Severe In-Transit (Between Sites) Road Surface
- Medium Truck Warranty
- Expected Front Axle(s) Load: 8,000.0 lbs
- Expected Rear Drive Axle(s) Load: 18,000.0 lbs
- Expected Gross Vehicle Weight Capacity: 26,000.0 lbs

Engine

- CUM B6.7 260 HP @ 2400 RPM, 2600 Gov, 660 lb-ft @ 1600 RPM
- Electronic Parameters
- 75 MPH Road Speed Limit
- Cruise Control Speed Limit Same as Road Speed Limit
- PTO Mode Brake Override - Service Brake Applied

Bid Number: IFB #24-24-SW Fork Truck

- PTO RPM With Cruise Set Switch - 700 RPM
- PTO RPM With Cruise Resume Switch - 800 RPM
- PTO Mode Cancel Vehicle Speed - 5 MPH
- PTO Governor Ramp Rate - 250 RPM Per Second
- PTO Minimum RPM - 700
- Regen Inhibit Speed Threshold - 5 MPH
- No PTO 1 Controls
- No PTO 2 Controls
- No PTO 3 Controls
- No Engine Mount PTO Controls

Engine Equipment

- 2010 EPA/Carb/GHG21 Configuration
- No 2008 Carb Emission Certification
- Standard Oil Pan
- Engine Mounted Oil Check and Fill
- Side Of Hood Air Intake with Firewall Mounted Donaldson Air Cleaner
- Dr 12v 160 Amp 28-Si Quadramount Pad Alternator with Remote Battery Volt Sense
- (2) DTNA Genuine, Flooded Starting, Min 2000CCA, 370RC, Threaded Stud Batteries
- Battery Box Frame Mounted
- Standard Battery Jumpers
- Single Battery Box Frame Mounted LH Side Under Cab
- Wire Ground Return for Battery Cables with Additional Frame Ground Return
- Non-Polished Battery Box Cover
- Positive Load Disconnect with Cab Mounted Control Switch Mounted Outboard Driver Seat
- Cummins Turbocharged 18.7 CFM Air Compressor with Internal Safety Valve
- Standard Mechanical Air Compressor GovernoAir Compressor Discharge Line
- Electronic Engine Integral Shutdown Protection System
- Rh Outboard Under Step Mounted Horizontal Aftertreatment System Assembly with RH Horizontal Tailpipe
- Engine Aftertreatment Device, Automatic Over the Road Regeneration and Dash Mounted Regeneration Request Switch
- Standard Exhaust System Length
- RH Standard Horizontal Tailpipe
- 6 Gallon Diesel Exhaust Fluid Tank
- 100 Percent Diesel Exhaust Fluid Fill
- LH Medium Duty Standard Diesel Exhaust Fluid Tank Location
- Standard Diesel Exhaust Fluid Pump Mounting
- Standard Diesel Exhaust Fluid Tank Cap
- Air Powered On/Off Engine Fan Clutch
- Automatic Fan Control Without Dash Switch, Non-Engine Mounted
- Cummins Spin on Fuel Filter
- Full Flow Oil Filter
- 700 Square Inch Aluminum Radiator
- Antifreeze To -34° F, Oat (Nitrite and Silicate Free) Extended Life Coolant
- Gates Blue Stripe Coolant Hoses or Equivalent
- Constant Tension Hose Clamps for Coolant Hoses
- Radiator Drain Valve
- Lower Radiator Guard
- Phillips-Temro 1000 Watt/115 Volt Block Heater
- Black Plastic Engine Heater Receptacle Mounted Under LH Door
- Aluminum Flywheel Housing
- Electric Grid Air Intake Warmer
- Delco 12V 29MT Starter with Integrated Magnetic Switch

Bid Number: IFB #24-24-SW Fork Truck

Transmission

- Allison 3500 RDS Automatic Transmission with PTO Provision

Transmission Equipment

- Allison Vocational Package 142 - Available On 3000/4000 Product Families with Vocational Model RDS
- Allison Vocational Rating for Refuse Applications Available with All Product Families
- Primary Mode Gears, Lowest Gear 1, Start Gear 1, Highest Gear 6, Available for 3000/4000 Product Families Only
- Secondary Mode Gears, Lowest Gear 1, Start Gear 1, Highest Gear 6, Available for 3000/4000 Product Families Only
- Primary Shift Schedule Recommended by DTNA And Allison, This Defined by Engine and Vocational Usage
- Secondary Shift Schedule Recommended by DTNA And Allison, This Defined by Engine and Vocational Usage
- Primary Shift Speed Recommended by DTNA And Allison, This Defined by Engine and Vocational Usage
- Secondary Shift Speed Recommended by DTNA And Allison, This Defined by Engine and Vocational Usage
- Engine Brake Range Preselect Recommended by DTNA And Allison, This Defined by Engine and Vocational Usage
- Engine Brake Range Alternate Preselect Recommended by DTNA And Allison, This Defined by Engine and Vocational Usage
- Fuel Sense 2.0 Disabled - Performance - Table Based
- Driver Switch Input - Default - No Switches
- No Rear PTO Transmission Range
- Customer Installed Chelsea 280 Series PTO
- PTO Mounting, LH Side of Main Transmission Allison
- Magnetic Plugs, Engine Drain, Transmission Drain, Axle(s) Fill and Drain
- Push Button Electronic Shift Control, Dash Mounted
- Transmission Prognostics - Enabled 2013
- Water To Oil Transmission Cooler, In Radiator End Tank
- Transmission Oil Check and Fill with Electronic Oil Level Check
- Synthetic Transmission Fluid (TES-295 Compliant)

Front Axle & Equipment

- Detroit DA-F-10.0-3 10,000# FF1 71.5 KPI/3.74 Drop Single Front Axle
- Meritor 15x4 Q+ Cam Front Brakes
- Non-Asbestos Front Brake Lining
- Cast Iron Outboard Front Brake Drums
- Front Oil Seals
- Vented Front Hub Caps with Window, Center, and Side Plugs - Oil
- Standard Spindle Nuts for All Axles
- Meritor Automatic Front Slack Adjusters
- TRW THP-60 Power Steering
- Power Steering Pump
- 2 Quart See Through Power Steering Reservoir
- Mineral SAE 80/90 Front Axle Lube

Front Suspension

- 12,000# Dual Taperleaf Front Suspension
- Maintenance Free Rubber Bushings - Front Suspension
- Front Shock Absorbers

Rear Axle & Equipment

- Detroit DA-RS-19.0-4 19,000# R-Series Single Rear Axle
- 5.88 Rear Axle Ratio
- Iron Rear Axle Carrier with Standard Axle Housing
- MXL 16T Meritor Extended Lube Main Driveline with Half Round Yokes
- Driver Controlled Traction Differential - Single Rear Axle
- (1) Driver Controlled Differential Lock Rear Valve for Single Drive Axle

Bid Number: IFB #24-24-SW Fork Truck

- Blinking Lamp with Each Mode Switch, Differential Unlock with Ignition Off, Active <5 MPH
- Meritor 16.5x8.62 Q+ Cast Spider Cam Rear Brakes, Double Anchor, Fabricated Shoes
- Non-Asbestos Rear
- Brake Lining Brake Cams and Chambers on Forward Side of Drive Axle(s)
- Cast Iron Outboard
- Rear Brake Drums Rear Oil Seals
- WABCO TRISTOP D Longstroke 1-Drive Axle Spring Parking Chambers
- Meritor Automatic Rear Slack Adjusters
- Current Available Synthetic 75W-90 Rear Axle Lube

Rear Suspension

- 21,000# 52" Variable Rate Multi-Leaf Spring Rear Suspension with Leaf Spring Helper
- Spring Suspension - No Axle Spacers
- Standard Axle Seats in Axle Clamp Group

Brake System

- Air Brake Package
- WABCO 4S/4M ABS
- Reinforced Nylon, Fabric Braid and Wire Braid Chassis Air Lines
- Fiber Braid Parking Brake Hose
- Standard Brake System Valves
- Standard Air System Pressure Protection System
- Std U.S. Front Brake Valve
- Relay Valve with 5-8 PSI Crack Pressure, No Rear Proportioning Valve
- WABCO System Saver HP with Integral Air Governor and Heater
- Air Dryer Frame Mounted
- Steel Air Brake Reservoirs
- Pull Cable on Wet Tank, Petcock Drain Valves on All Other Air Tanks

Trailer Connections

- Upgraded Chassis Multiplexing Unit
- Upgraded Bulkhead Multiplexing Unit

Wheelbase & Frame

- 5325mm (210") Wheelbase
- 11/32"x3-1/2"x10-3/16" Steel Frame (8.73mmx258.8/0.344x10.19 Inch) 80KSI
- 2025mm (80") Rear Frame Overhang
- Frame Overhang Range: 71" To 80"
- Calculated Back of Cab to Rear Susp C/L (Ca): 144.09"
- Calculated Effective Back of Cab to Rear Suspension C/L (CA): 141.09"
- Calculated Frame Length - Overall: 328.32"
- Calculated Frame Space LH Side: 109.39"
- Calculated Frame Space RH Side: 91.7"
- Square End of Frame
- Front Closing Crossmember
- Standard Weight Engine Crossmember
- Standard Crossmember Back of Transmission Standard Midship #1 Crossmember(s)
- Standard Rearmost Crossmember
- Standard Suspension Crossmember

Chassis Equipment

- Three-Piece 14" Painted Steel Bumper with Collapsible Ends
- Front Tow Hooks - Frame Mounted
- Bumper Mounting for Single License Plate
- Fender And Front of Hood Mounted Front Mudflaps
- Grade 8 Threaded Hex Headed Frame Fasteners

Fuel Tanks

Bid Number: IFB #24-24-SW Fork Truck

- 50 Gallon/189 Liter Rectangular Aluminum Fuel Tank - LH
- Rectangular Fuel Tank(s)
- Plain Aluminum/Painted Steel
- Fuel/Hydraulic Tank(s) With Painted Bands Fuel Tank(s) Forward
- Plain Step Finish
- Fuel Tank Cap(s)
- Detroit Fuel/Water Separator with Water in Fuel Sensor and Hand Primer
- EQUIFLO Inboard Fuel System
- High Temperature Reinforced Nylon Fuel Line

Tires

- Bridgestone ECOPIA R268 11R22.5 14 Ply Radial Front Tires
- Bridgestone M726ELA 11R22.5 14 Ply Radial Rear Tires

Hubs

- CONMET Preset Plus Premium Iron Front Hubs
- CONMET Preset Plus Premium Iron Rear Hubs

Wheels

- MAXION Wheels 90262 22.5x8.25 10-Hub Pilot 6.19 Inset 5-Hand Steel Disc Front Wheels
- MAXION Wheels 90262 22.5x8.25 10-Hub Pilot 5-Hand Steel Disc Rear Wheels
- Front Wheel Mounting Nuts
- Rear Wheel Mounting Nuts
- No Pusher/Tag Wheel Mounting Nuts

Cab Exterior

- 106" BBC Flat Roof Aluminum Conventional Cab
- Air Cab Mounting
- LH And RH Grab Handles
- Mold-In Color Grille
- Mold-In Color Hood Mounted Air Intake Grille
- Fiberglass Hood
- Single Electric Horn
- Rear License Plate Mount End of Frame
- Integral Headlight/Marker Assembly
- (5) Amber Marker Lights
- Integral Stop/Tail/Backup Lights
- Standard Front Turn Signal Lamps
- Dual West Coast Bright Finish Heated Mirrors with LH And RH Remote
- Door Mounted Mirrors
- 102" Equipment Width
- LH And RH 8" Bright Finish Convex Mirrors Mounted Under Primary Mirrors
- Standard Side/Rear Reflectors
- 63"x14" Tinted Rear Window
- Tinted Door Glass LH And RH With Tinted Non-Operating Wing Windows
- RH And LH Electric Powered Windows, Passenger Switches on Door(s)
- 1-Piece Solar Green Glass Windshield
- 2 Gallon Windshield Washer Reservoir Without Fluid Level Indicator, Frame Mounted

Cab Interior

- Opal Gray Cloth Interior
- Molded Plastic Door Panel
- Molded Plastic Door Panel
- Black Mats with Single Insulation
- Forward Roof Mounted Console with Upper Storage Compartments Without Netting
- In Dash Storage Bin
- (2) Cup Holders LH and RH Dash

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- Gray/Charcoal Flat Dash
- Heater, Defroster and Air Conditioner
- Standard HVAC Ducting
- Main HVAC Controls with Recirculation Switch
- Standard Heater Plumbing
- VALEO Heavy Duty A/C Refrigerant Compressor
- Binary Control, R-134A
- Standard Insulation
- Solid-State Circuit Protection and Fuses
- 12V Negative Ground Electrical System
- Dome Light With 3-Way Switch Activated by LH And RH Doors
- Door Locks and Ignition Switch Keyed the Same
- Key Quantity Of 2
- LH And RH Electric Door Locks
- Basic Isringhausen High Back Air Suspension Drivers Seat with Mechanical Lumbar and Integrated Cushion Extension
- Basic High Back Non-Suspension Passenger Seat
- LH And RH Integral Door Panel Armrests
- Vinyl With Vinyl Insert Driver Seat
- Vinyl With Vinyl Insert Passenger Seat
- Black Seat Belts
- Fixed Steering Column
- 4-Spoke 18" (450mm) Steering Wheel
- Driver and Passenger Interior Sun Visors

Instruments & Controls

- No TEM INTFC, SW Pkg, MUX, LWR Dash
- Gray Driver Instrument Panel
- Gray Center Instrument Panel
- Black Gauge Bezels
- Low Air Pressure Indicator Light and Audible Alarm
- 2" Primary and Secondary Air Pressure Gauges
- Intake Mounted Air Restriction Indicator Without Graduations
- Electronic Cruise Control with Switches in LH Switch Panel
- Key Operated Ignition Switch and Integral Start Position; 4 Position Off/Run/Start/Accessory
- ICU3S, 132x48 Display with Diagnostics, 28 LED Warning Lamps and Data Linked
- Heavy Duty Onboard Diagnostics Interface Connector Located Below LH Dash
- 2" Electric Fuel Gauge
- Programmable Rpm Control - Electronic Engine
- Electrical Engine Coolant Temperature Gauge
- 2" Transmission Oil Temperature Gauge
- Engine And Trip Hour Meters Integral Within Driver Display
- Customer Furnished and Installed PTO Controls
- Electric Engine Oil Pressure Gauge
- No Overhead Instrument Panel
- Electronic MPH Speedometer with Secondary Kph Scale, Without Odometer
- Standard Vehicle Speed Sensor
- Electronic 3000 RPM Tachometer
- Idle Limiter, Electronic Engine
- No Hardwire Switch #1
- No Hardwire Switch #2
- No Hardwire Switch #3
- No Hardwire Switch #4

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- Digital Voltage Display Integral with Driver Display
- Single Electric Windshield Wiper Motor with Delay
- Marker Light Switch Integral with Headlight Switch
- One Valve Parking Brake System with Warning Indicator
- Self-Canceling Turn Signal Switch with Dimmer, Washer/Wiper, and Hazard in Handle
- Integral Electronic Turn Signal Flasher with Hazard Lamps Overriding Stop Lamps

Design

- Paint: White

Color Cab

- Color A: L0006EY White Elite EY
- Black, High Solids Polyurethane Chassis Paint
- Powder White (N0006EA) Front Wheels/Rims (PKWHT21, TKWHT21, W, TW)
- Powder White (N0006EA) Rear Wheels/Rims (PKWHT21, TKWHT21, W, TW)
- Bumper Paint: FP24812 Argent Silver Dupont Flex
- Standard E Coat/Undercoating

Certification / Compliance

- U.S. FMVSS Certification, Except Sales Cabs and Glider Kits

Raw Performance Data

- Calculated Effective Back of Cab to Rear Suspension C/L (CA): 141.09"

TOTAL VEHICLE SUMMARY

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight	6,239 lbs	3,975 lbs	10,214 lbs
Total Weight	6,239 lbs	3,975 lbs	10,214 lbs

Extended Warranty

- Towing: 1 Year/Unlimited Miles/KM Extended
- Towing Coverage \$550 Cap Fex Applies

ROTATOR BODY SPECIFICATIONS

A. OPERATING SPECIFICATIONS

1. Manufacturers Rated Capacity:
 - a. Lifting 8,000 lbs
 - b. Hauling 4,000 lbs
 - c. Rotating 4,000 lbs
2. **Manufacturers Factory Tested Lifting Capacity: 8,000 lbs
3. Recommended Container Lengths:
 - a. Front End Loader Container (FEL) 2 yard to 10 yard
 - b. Rear End Load Container (REL) 2 yard to 6 yard
4. Maximum working Hydraulic Pressure: 1850 PSI
5. Theoretical Approximate Operating Times Based on 17.5 GPM at 1500 RPM:
 - a. Lift Cyl Up = 9 seconds
 - b. Lift Cyl Down = 7 second
 - c. Tilt Retract = 11 seconds
 - d. Tilt Extend = 9 seconds

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- e. Rotator Retract = 3 seconds
 - f. Rotator Extend = 4 seconds
6. Rotator has 200° Rotation
 7. Lower Reach Height: Based on 43" Chassis Frame Height, will reach All ANSI Compliant Containers
 - a. 6-1/8"
 8. Integrated Nylon Ratchet Straps to provide additional securement for both REL and FEL Containers
 9. Designed to dump into standard 40-cubic yard open top container
 10. Container stacking capabilities

*NOTE: The above capacity ratings are based on container's center of gravity out 24" on forks. With a loaded container, travel is limited to 20 MPH on a smooth, level terrain. **!!WARNING!!** Increased speeds and rougher terrain will substantially reduce the rated capacity of the container handler. Do Not exceed rated capacity of (1) container handler, (2) container, or (3) truck. Doing so may result in damage to equipment and/or injury to persons.

**NOTE: Factory tested on a hard level surface and a water level loaded container.

B. STRUCTURAL SPECIFICATIONS

1. Main Frame:

(1) Fabricate "L" type assembly specifically designed to maximize strength to weight ratio. The assembly consists of multiple members of Rectangular Structural Tubing ASTM A500 Grade "C" and A36 and A569 Plate Corner Joining Plates

(2) 4"x3"x1/4" ASTM A500 Grade "C" Rectangular Tubing Horizontal Main Rails Joined in Parallel By:

- (2) 2-1/2"x3/16" ASTM A500 Grade "C" Square Tubing Crossmembers
- (2) 3"x2"x1/4" Angle Crossmembers
- (1) 3"x2"x3/16" ASTM A500 Grade "C" Rectangular Tubing Crossmember

(2) 6"x3"x1/4" ASTM A500 Grade "C" Rectangular Tubing Vertical Main Rails Joined in Parallel By:

- (1) 3"x3/16" ASTM A500 Grade "C" Square Tubing Crossmember
- (2) 1-1/2"x1-1/2"x3/16" Angle Crossmembers

(2) 3"x2"x3/16" ASTM A500 Grade "C" Rectangular Tubing Diagonal Main Rail Braces Joined in Parallel

To:

- (2) 4"x3"x3/16" ASTM A500 Grade "C" Rectangular Tubing Outboard Mount
- (4) 3"x3"x1/2" Angle Crossmembers

(2) Lower Lift Cylinder Mounts

- (2) 3/8" A569 Plate
- (2) 1/2" A36 Plate
- (4) Outboard Supported Lower Lift Shaft By:
- (4) 2-1/2"x1-1/2"x1" 1026 Round Mechanical Tubing Welded Collars

(2) Upper Tilt Cylinder Mounts

- (4) 1/2" A36 Plate
- (4) Outboard Supported Upper Tilt Shaft By:
- (4) 2-1/2"x1-1/2"x1" 1026 Round Mechanical Tubing Welded Collars

(2) Main Frame Arm Assembly Pivot Mounts

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- (2) 1/2" A36 Plate
 - (2) 4"x3"x3/16" ASTM A500 Grade "C" Rectangular Tubing Outboard Mount
 - (4) Outboard Supported Upper Lift Shaft By:
 - (2) 2-1/2"x1-1/2"x1" 1026 Round Mechanical Tubing Welded Collars
 - (2) 2-1/2"x1-1/2"x4-3/8" 1026 Round Mechanical Tubing Collars Fully Welded into Vertical Main Frame Tubing
2. Main Frame Arm Assembly:
- (2) 6"x3"x3/8" ASTM A500 Grade "C" Rectangular Tubing Horizontal Main Rails Joined in Parallel By:
 - (2) 6"x3"x3/8" ASTM A500 Grade "C" Rectangular Tubing Crossmember
 - (1) 1-1/2"x1-1/2"x3/16" Angle Crossmembers
 - (2) 3/8"x2"x7-3/16" A36 Plate Outboard Supported Braces:
 - (2) 3"x2"x3/16" ASTM A500 Grade "C" Rectangular Tubing Outboard Supports
 - (2) Main Frame Arm Assembly Pivot Bushings
 - (2) 2-1/2"x 1-1/2"x4-3/8" 1026 Round Mechanical Tubing Fully Welded
 - (2) Fork Mast and Rotator Pivot Bushings
 - (2) 2-1/2"x1-3/4"x2-7/8" 1026 Round Mechanical Tubing Fully Welded
 - (2) 1-3/4"x1-1/2"x2-7/8" SAE 660 Bronze Tubing Bushings
 - (2) Upper Lift Cylinder Mounts
 - (2) 2-1/2"x1-1/2"x4-3/8" 1026 Round Mechanical Tubing Fully Welded
 - (2) Outboard Supported Upper Lift Shaft By:
 - (2) 1/2" A36 Plate
 - (4) 2-1/2"x1-1/2"x1" 1026 Round Mechanical Tubing Welded Collars
3. Rotator Assembly:
- Two Cylinder Rack and Pinion Design
 - 200° Degree Rotation
 - Designed to Rotate and Dump to Rated Capacity
 - Fabricated Assembly Consisting Of:
 - ASTM A500 Grade "C" Rectangular Structural Tubing Fully Welded and Gusseted
 - Two Rotator Cylinders
 - 8" Spur Gear
 - (2) 3"x24" Gear Racks
 - Rotator Pin 4" C1018
 - (2) Container Lift Forks made of 1-1/2"x4"x60" H4150 Material
 - (3) Replaceable Polyurethane Container Bumpers
 - Brass Bearing 4"x3" Vertically Caste SAE 660 Bronze
4. Lower & Upper Lift Cylinder Shafts:
1-1/2" CFRD 1018 64,000 PSI Cold Rolled Steel Bar
5. Lower & Upper Arm Assembly Pivot Shafts:
1-1/2" CFRD 1018 64,000 PSI Cold Rolled Steel Bar
6. Lower & Upper Tilt Cylinder Shafts:
1-1/2" CFRD 1018 64,000 PSI Cold Rolled Steel Bar
7. Integrated Rear LED Light Assembly – Pintle Hook or Reese Receiver ready, Welded to the Rear of Chassis
8. Rear Plate

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1/4" A36 Material With 3/4" A36 Pintle Hook Mounting Plate Installed
Rear Mounting Plate Reinforced With (2) 41" Long Formed A36 Channels Allowing for Rear LED Light Install
Rear Assembly Supported by (2) 1/2"x3" A36 Struts Welded and Huck Bolted to The Rear of the Chassis Rails for Extra Support

9. Hoist Props: Single Safety Prop
10. Poly Half Round Fenders
11. Rear Load Attachment NOTE: All main frames and manufactured components shall be fixture when fabricated to assure interchangeability of parts

NOTE: All main frames and manufactured components shall be fixture when fabricated to assure interchangeability of parts

C. HYDRAULIC SPECIFICATIONS

1. Pump: Direct Mount Gear Type, 17.5 GPM at 1500 RPM with 13 Tooth, 7/8" spline, Rear Ported
2. Hydraulic Valve:
Outside Control Levers Allow for Proportional Control of Hoist Cylinders
Standard Operating GPM Equals 17.5
System Warrantied at 1850 PSI
3. Return Line Oil Filter:
Internal Cartridge Minimum 9" Long
Flow Rate 100 GPM
3 Micron Synthetic Filter with An Absolute Rating Per ISO4572-Beta 200 Greater Than 2.0
Dirt Holding Capacity of 115 Grams
Ported to Allow Installation of Quick Disconnects for Import of Hydraulic Oil Into System
4. Oil Reservoir:
Oil Reservoir Must Be Adequately Sized for All Hydraulic Operation and to Manufacturer's Specifications
The Reservoir Shall Be Manufactured to Reduce the Opportunity to Fill the Reservoir with Oil Except Through the Return Filter
The Reservoir Must Be Ported to Allow Installation of Disconnects to Facilitate the Attachment of Filter Carts.
5" Sight Gauge to Allow Visual Inspection of the OIL And Temperature Level
100 Wire Mesh Suction Strainer with Internal Bypass
Magnetic Drain Plug Kleenzoil Capable
5. System Total Oil Capacity: 32 gallons
6. Shutoff Valves: 1-1/4" Ball Valve
7. Hydraulic Fittings: Swivel, O-Ring Fittings and JIC
8. Hydraulic Hoses: SAE 100-R2
9. Hydraulic Tubing: 3/8"
10. Lift Cylinders: (2) 3-1/2"x2"x32" D.A. Cylinders
11. Tilt Cylinders: (2) 4"x2"x29-1/2" D.A. Cylinders

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12. Rotator Cylinders: (2) 3"x1-1/2"x16"
13. Oil Reservoir Air Breather: Replaceable 10 Micron
14. Hydraulic Oil: Multi Viscosity MV36 Hydraulic Oil Used

D. ELECTRICAL SPECIFICATIONS

1. FMVSS Compliant and CMVSS Compliant
2. Hoist Up Exterior Audible Alarm With 2" In-Cab Flashing Red Indicator Light
- Hoist Up Alarm Must Be Activated by A Proximity Switch
3. Self-Adjusting Exterior Audible Back Up Alarm
4. Truck-Lite Brand Exterior Rubber Grommet Mounted Lighting That Meets All Department of Transportation Requirements
5. LED Lighting:
Bumper Lighting
Clearance Lighting
Side Marker Lights
Mid-Body Marker and Turn Lighting
6. Department of Transportation Required Conspicuity Tape Markings
7. All Standard Lighting Utilizes a Sealed Wiring Harness Designed Specifically to be Compatible with Truck-Lite Brand Components to Eliminate the Need for Junction Boxes
8. Inside the Cab Ergonomic Control System Housed in a Powder Coated Console

E. MANUFACTURERS RECOMMENDED TRUCK CHASSIS SPECIFICATIONS

1. Minimum Front Capacity: 7,000 lbs Minimum
2. Minimum Rear Capacity: 17,500 lbs Minimum
3. Truck Frame: 50,000 PSI
4. Recommended Truck CA: 80"
5. Minimum Required After Frame: 32"

F. MOUNTING SPECIFICATIONS

1. Main Pressure Relief Valve Shall Be Set and Security with Tamper Resistant Seal When Factory Mounted
Castrol Dual Viscosity ISO46 Hydraulic Oil Used
Can Be Certified to ISO 16/13
2. Non-Invasive Single Wire Electrical Hook-Up from Truck to Hoist Electrical System
All Standard and Optional Equipment Mounted with Huck Bolt Fasteners
3. Outside Hydraulic Controls to Be Mounted On 3/8" A36 Steel Plate Reinforced By 3/8" Formed Channel Support
4. Protective Outside Hydraulic Valve Cover

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5. Phosphatize Power Wash System Used Prior to Primer
6. Two Part Epoxy Primer Used to Prime Hoist
7. Two Part Epoxy Gloss Black Finish Paint Finish Paint Baked at 140 degrees for a Minimum of 30 Minutes Paint to Meet or Exceed IMROM 6000 Specifications
8. Pre-Delivery Inspection Performed Prior to Deliver

Additional Requirements:

- a. Full Mounting by Authorized Dealer
- b. Hot Shift PTO / Pump
- c. Black Paint
- d. Freight to Fayetteville, NC

B. 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.

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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.

Bid Number: IFB #24-24-SW Fork Truck

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.

Bid Number: IFB #24-24-SW Fork Truck

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 #24-24-SW Fork Truck

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: <i>Lilley International, Inc.</i>		
STREET ADDRESS: <i>1526 S. Blount St.</i>	P.O. BOX:	ZIP: <i>27603</i>
CITY & COUNTY & ZIP: <i>Raleigh, NC 27603 Wake</i>	TELEPHONE NUMBER: <i>919-868-1794</i>	TOLL FREE TEL. NO: <i>919-868-1794</i>
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: <i>Nick Timper Sales Rep.</i>	FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE: <i>Nick Timper</i>	DATE: <i>4/3/2024</i>	EMAIL: <i>NTimper At LilleyInternational.com</i>

ATTACHMENT C: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: Lilley International, Inc.

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: 05/31/2024 / Date of last review

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.

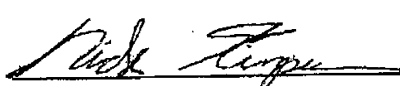
The vendor is not the subject of any current litigation or findings of noncompliance under federal or County law.

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:

 4/3/2024
Signature Date
Nick Timper 4/3/2024
Printed Name Title

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

LILLEY INTERNATIONAL – COUNTY OF CUMBERLAND BID

FINAL PRICE – COMPLETE TRUCK WITH BODY - **\$158,399.00**

TRUCK TO BE COMPLETED AND DELIVERED SECOND QUARTER OF 2025

TRUCK AND BODY SPECS BEHIND THIS COVER PAGE

Prepared For:
Carolina Environmental Systems
Maxwell Taylor
2750 NC-66
Kernersville, NC 27284-
(864)832 - 9264
Reference ID: N/A

Presented By:
LILLEY INTERNATIONAL
Nick Timper
1526 S BOUNT ST.
RALEIGH NC 276032508
919-832-5871

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile
2025 MV607 SBA (MV607)

AXLE CONFIG:	4X2
APPLICATION:	Roll-On/Roll-off
MISSION:	Requested GVWR: 33000. Calc. GVWR: 26000. Calc. GCWR: 50000 Calc. Start / Grade Ability: 33.57% / 1.73% @ 55 MPH Calc. Geared Speed: 83.2 MPH
DIMENSION:	Wheelbase: 152.00, CA: 84.90, Axle to Frame: 69.00
ENGINE, DIESEL:	{Cummins B6.7 260} EPA 2024, 260HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 260 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-12-122A} I-Beam Type, 12,000-lb Capacity
AXLE, REAR, SINGLE:	{Meritor MS-19-14X-3DCL} Single Reduction, 19,000-lb Capacity, Driver Controlled Locking Differential, 190 Wheel Ends Gear Ratio: 5.86
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 11R22.5 Load Range H R268 ECOPIA (BRIDGESTONE), 500 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 11R22.5 Load Range G M726ELA (BRIDGESTONE), 492 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, SINGLE:	23,500-lb Capacity, Vari-Rate Springs
PAINT:	Cab schematic 100WP Location 1: 9219, Winter White (Std) Chassis schematic N/A

Description

Base Chassis, Model MV607 SBA with 152.00 Wheelbase, 84.90 CA, and 69.00 Axle to Frame.

TOW HOOK, FRONT (2) Frame Mounted

AXLE CONFIGURATION {Navistar} 4x2

Notes

: Pricing may change if axle configuration is changed.

FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.250" x 3.610" x 0.375" (260.4mm x 91.7mm x 9.5mm); 456.0" (11582mm) Maximum OAL

BUMPER, FRONT Swept Back, Steel, Painted Gray, Heavy Duty

FRAME EXTENSION, FRONT Integral; 20" In Front of Grille

WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm)

AXLE, FRONT NON-DRIVING {Meritor MFS-12-122A} I-Beam Type, 12,000-lb Capacity

SPRINGS, FRONT AUXILIARY Rubber

SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 12,000-lb Capacity, with Shock Absorbers

Includes

: SPRING PINS Rubber Bushings, Maintenance-Free

Notes

: In combinations where chassis component weights may cause a chassis lean, a spring is used in front left spring pack to offset this imbalance & provide a level chassis, within 3/8", with body installed.

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

Includes

: BRAKE LINES Color and Size Coded Nylon

: DRAIN VALVE Twist-Type

: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster

: PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel

: PARKING BRAKE VALVE For Truck

: QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4

: SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6

DRAIN VALVE {Berg} with Pull Chain, for Air Tank

AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System, with Automatic Traction Control

AIR DRYER {Bendix AD-9SI} with Heater, Includes Safety Valve

BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 Sqli

BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 30/30 Sqli Spring Brake

BRAKE, PARKING Manual Push-Pull Pneumatic Parking Brake

SLACK ADJUSTERS, FRONT {Gunitite} Automatic

SLACK ADJUSTERS, REAR {Gunitite} Automatic

AIR COMPRESSOR {Cummins} 18.7 CFM

AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Left Rail, Back of Cab, Perpendicular to Rail

AIR DRYER LOCATION Mounted Inside Engine Compartment, Right Side

DUST SHIELDS, REAR BRAKE for Air Cam Brakes

Description

BRAKES, FRONT {Meritor 15X4 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 15" X 4", 13,200-lb Capacity

BRAKES, REAR {Meritor 16.5X7 Q-PLUS CAST} Air S-Cam Type, Cast Spider, Fabricated Shoe, Double Anchor Pin, Size 16.5" X 7", 23,000-lb Capacity per Axle

STEERING COLUMN Tilting

STEERING WHEEL 4-Spoke; 18" Dia., Black Leather Wrapped

STEERING GEAR {Sheppard M100} Power

DRIVELINE SYSTEM {Dana Spicer} 1710, for 4x2/6x2

EXHAUST SYSTEM Vertical Aftertreatment System, Frame Mounted Right Side Back of Cab, for Single Vertical Tail Pipe, with Over Rail Pipe

ENGINE EXHAUST BRAKE for Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger

MUFFLER/TAIL PIPE GUARD (1) Aluminum

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

Includes

- : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab
- : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel
- : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever
- : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light
- : STARTER SWITCH Electric, Key Operated
- : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector
- : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature
- : TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted
- : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever
- : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted
- : WIRING, CHASSIS Color Coded and Continuously Numbered

ALTERNATOR {Leece-Neville AV1160P2013} Brush Type, 12 Volt, 160 Amp Capacity, Pad Mount, with Remote Sense

BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn

BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud

BATTERY DISCONNECT SWITCH {Cole-Hersee 75920-06} 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Battery Box Mounted

SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars

ANTENNA Shark Fin, Roof Mounted

RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input

BACK-UP ALARM Electric, 102 dBA

STOP, TURN, TAIL & B/U LIGHTS Omit Item, Does Not Omit Cable to End of Frame, DOES NOT INCLUDE LICENSE PLATE LIGHT

HORN, ELECTRIC (1) Trumpet Style

BATTERY BOX Steel, with Plastic Cover, 18" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Cab

JUMP START STUD Remote Mounted

Includes

: JUMP START STUD Mounted to Battery Box

CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade

Description

TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights

STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection

INDICATOR, LOW COOLANT LEVEL with Audible Alarm

CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses

HORN, AIR Single Trumpet, Black, with Lanyard Pull Cord

HEADLIGHTS Halogen, with Daytime Running Lights

LOGOS EXTERIOR Model Badges

LOGOS EXTERIOR, ENGINE Badges

INSULATION, UNDER HOOD for Sound Abatement

INSULATION, SPLASH PANELS for Sound Abatement

GRILLE Stationary, Molded in Black, with Chrome Surround

FENDER EXTENSIONS Painted

FRONT END Tilting, Fiberglass, with Three Piece Construction, Dual Air Intakes

PAINT SCHEMATIC, PT-1 Single Color, Design 100

Includes

: PAINT SCHEMATIC ID LETTERS "WP"

PAINT TYPE Base Coat/Clear Coat, 1-2 Tone

COMMUNICATIONS MODULE Telematics Device with Over the Air Programming; Includes Five Year Data Plan and International 360

SPECIAL RATING, GVWR Limited to 26,000-lb GVWR

KEYS - ALL ALIKE, ADDITIONAL 3 Keys

MUD FLAPS, FRONT WHEELS (2) Rubber, Mounted on Fender Extension

CLUTCH Omit Item (Clutch & Control)

ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection

ENGINE, DIESEL {Cummins B6.7 260} EPA 2024, 260HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 260 Peak HP (Max)

FAN DRIVE {Horton Drivemaster} Automatic On/Off Type, with Normally Closed Temperature Control

Includes

: FAN Nylon

AIR CLEANER Single Element, Fire Retardant Media

EMISSION, CALENDAR YEAR {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2024

THROTTLE, HAND CONTROL Engine Speed Control for PTO; Electronic, Mobile, Variable Speed; (Range 2 to 20 MPH) Mounted on Steering Wheel

FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)

OIL PAN 15 Quart Capacity, For Cummins ISB/B6.7 Engines

BLOCK HEATER, ENGINE {Phillips} 120V/1000W, with "Y" Cord for Dealer Installed 120V/300W Oil Pan Heater

Includes

: BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door

Description

EPA IDLE COMPLIANCE Low NOx Idle Engine, Complies with EPA Clean Air Regulations; Includes "Certified Clean Idle" Decal on Hood

CARB IDLE COMPLIANCE Does Not Comply with California Clean Air Idle Regulations

ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls and Starter Lockout, with Ignition Switch Control, for Cummins B6.7 and L9 Engines

RADIATOR Aluminum, 2-Row, Down Flow, Front to Back System, 640 SqIn Louvered, with 383 SqIn Charge Air Cooler, Includes In-Tank Oil Cooler

CARB EMISSION WARR COMPLIANCE Does Not Comply with CARB Emission Warranty

TRANSMISSION, AUTOMATIC {Allison 3500 RDS} 6th Generation Controls, Wide Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, with 80,000-lb GVW and GCW Max, On/Off Highway

TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter, Not for Use with Allison 1000 & 2000 Series Transmission

TRANSMISSION OIL Synthetic; 29 thru 42 Pints

ALLISON SPARE INPUT/OUTPUT for Rugged Duty Series (RDS) and Regional Haul Series (RHS), General Purpose Trucks, Construction, Package Number 223

NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released

SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming

PTO CONTROL, DASH MOUNTED For Customer Provided PTO; Includes Switch, Electric/Air Solenoid, Piping and Wiring

PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission

AXLE, REAR, SINGLE {Meritor MS-19-14X-3DCL} Single Reduction, 19,000-lb Capacity, Driver Controlled Locking Differential, 190 Wheel Ends . Gear Ratio: 5.86

SUSPENSION, REAR, SINGLE 23,500-lb Capacity, Vari-Rate Springs

AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 30 thru 39.99 Pints

FUEL/WATER SEPARATOR {Racor 400 Series,} with Primer Pump, Includes Water-in-Fuel Sensor

LOCATION FUEL/WATER SEPARATOR Mounted Under Hood, Left Side, Above Front Axle

FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab

DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab

CAB Conventional, Day Cab

Includes

: CLEARANCE/MARKER LIGHTS (5) Flush Mounted

AIR CONDITIONER with Integral Heater and Defroster

GAUGE CLUSTER Premium Level; English with English Electronic Speedometer

Includes

: GAUGE CLUSTER DISPLAY: Base Level (3" Monochromatic Display), Premium Level (5" LCD Color Display); Odometer, Voltmeter, Diagnostic Messages, Gear Indicator, Trip Odometer, Total Engine Hours, Trip Hours, MPG, Distance to Empty/Refill for

: GAUGE CLUSTER Speedometer, Tachometer, Engine Coolant Temp, Fuel Gauge, DEF Gauge, Oil Pressure Gauge, Primary and Secondary Air Pressure or Auxiliary Air Pressure (if Air Equipped)

: WARNING SYSTEM Low Fuel, Low DEF, Low Oil Pressure, High Engine Coolant Temp, Low Battery Voltage (Visual and Audible), Low Air Pressure, Primary and Secondary (if Air Equipped)

GRAB HANDLE, CAB INTERIOR (2) Safety Yellow

GAUGE, TEMPERATURE, AMBIENT Sensor Wiring with Display Unit Mounted in Cluster

Description

GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission

GAUGE, AIR CLEANER RESTRICTION (Filter-Minder) Mounted in Instrument Panel

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

VIRTUAL GA, OIL TEMP, AUTO XMSN for Allison Transmission, Requires Premium Cluster

SEAT, DRIVER (National 2000) Air Suspension, High Back with Integral Head Rest, Cloth, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Seat Back Angle Adjustment, Dual Shocks

SEAT, PASSENGER (National) Non Suspension, High Back, Fixed Back, Integral Headrest, Cloth

MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Turn Signals, Bright Heads, Black Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width

Notes

: Mirror Dimensions are Rounded to the Nearest 0.5"

SEAT BELT All Orange; 1 to 3

CAB INTERIOR TRIM Classic, for Day Cab

Includes

: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger

: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens; Timed Theater Dimming, Integral to Overhead Console, Center Mounted

: SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap

CAB REAR SUSPENSION Air Suspension, for Mid Cab Height

ARM REST, RIGHT, DRIVER SEAT

CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator

HOSE CLAMPS, HEATER HOSE (Breeze) Belleville Washer Type

WINDOW, POWER (2) and Power Door Locks; Left and Right Doors, Includes Express Down Feature

INSTRUMENT PANEL Wing Panel

ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab

WHEELS, FRONT (Accuride 29001) DISC; 22.5x7.50 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

WHEELS, REAR (Accuride 29001) DUAL DISC; 22.5x7.50 Rims, Powder Coat Steel, 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs

WHEEL BEARING, FRONT, LUBE (EmGard FE-75W-90) Synthetic Oil

(4) TIRE, REAR 11R22.5 Load Range G M726ELA (BRIDGESTONE), 492 rev/mile, 75 MPH, Drive

(2) TIRE, FRONT 11R22.5 Load Range H R268 ECOPIA (BRIDGESTONE), 500 rev/mile, 75 MPH, All-Position

Services Section:

WARRANTY Standard for MV Series, Effective with Vehicles Built July 1, 2017 or Later, CTS-2020A

SERVICES, TOWING (Navistar) Service Call to 12-Month/Unlimited Mileage to the Nearest Navistar Dealer for Navistar Warrantable Failure as Contract Defined; Includes Engine Failure if Supplier Declines Tow Coverage & ESC Supplied thru Navistar; \$550 (USA) Maximum Benefit per Incident

INTERNATIONAL®

Vehicle Specifications
2025 MV607 SBA (MV607)

April 04, 2024

Description

Galbreath CH8000R Container Handler

PRICE LISTED ON LAST PAGE OF THIS PROPOSAL IS TOTAL PRICE FOR COMPLETE TRUCK WITH BODY

(US DOLLAR)

Description

Price

Net Sales Price:

\$158,399.00

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an International vehicle.

Approved by Seller:

Accepted by Purchaser:

Official Title and Date

Firm or Business Name

Authorized Signature

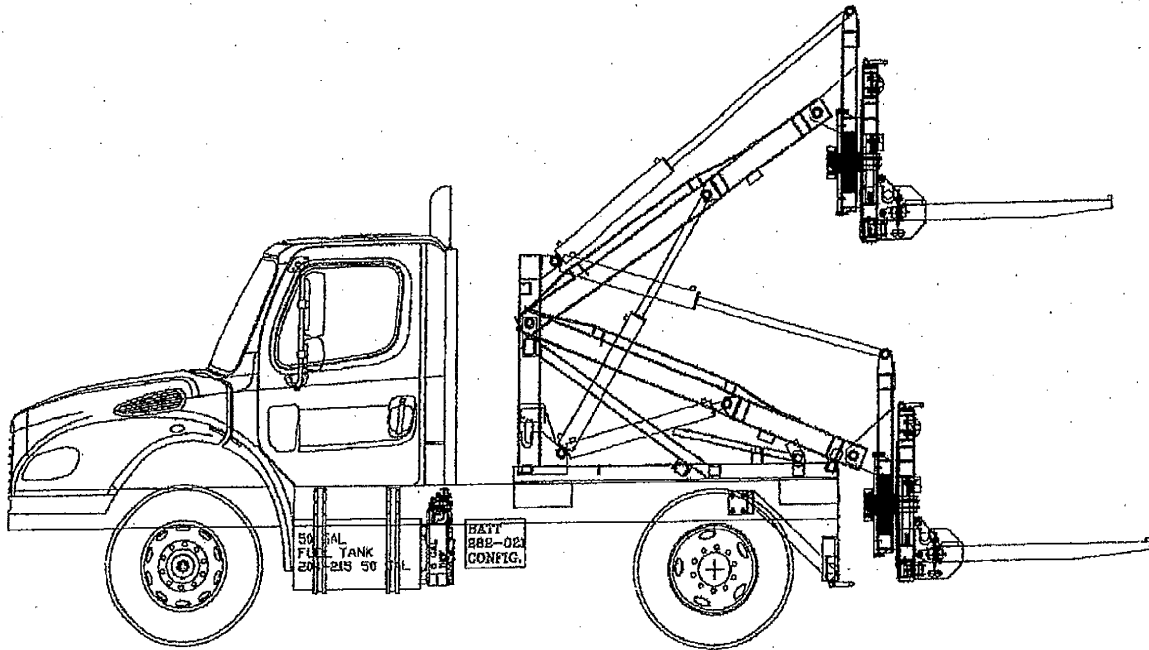
Authorized Signature and Date

This proposal is not binding upon the seller without Seller's Authorized Signature

Official Title and Date

The TOPS FET calculation is an estimate for reference purposes only. The seller or retailer is responsible for calculating and reporting/paying appropriate FET to the IRS.

The limited warranties applicable to the vehicles described herein are Navistar, Inc.'s standard printed warranties which are incorporated herein by reference and to which you have been provided a copy and hereby agree to their terms and conditions.



**STANDARD
BID SPECIFICATIONS
for**



**CH8000 w Rotator
Container Handler**

OPERATING SPECIFICATIONS

1. ***Manufacturers Rated Capacity:**
 - Lifting 8,000 lbs
 - Hauling 4,000 lbs
 - Rotating 4,000 lbs
2. ****Manufacturers Factory Tested Lifting Capacity: 8,000 lbs**
3. **Recommended Container Lengths:**
 - a. **Front End Load Container (FEL)**
2 yard to 10 yard
 - b. **Rear End Load Container (REL)**
2 yard to 6 yard
4. **Maximum Working Hydraulic Pressure: 1850 PSI**
5. **Theoretical Approximate Operating Times based on 17.5 GPM at 1500 RPM:**
 - Lift Cyl Up = 9 seconds
 - Lift Cyl Down = 7 seconds
 - Tilt Retract = 11 seconds
 - Tilt Extend = 9 seconds
 - Rotator Retract = 3 seconds
 - Rotator Extend = 4 seconds
6. **Rotator has 200° Rotation**
7. **Lower Reach Height: Based on 43" Chassis Frame Height, Will Reach All ANSI Compliant Containers.**
 - 6 1/8"
8. **Integrated Nylon Ratchet Straps to provide additional securement for both REL and FEL Containers**
9. **Designed to dump into standard 30 yard open top container**

OPERATING SPECIFICATIONS - CONTINUED

10. Container stacking capabilities

***NOTE:** The above capacity ratings are based on container's center of gravity out 24" on forks. With a loaded container, travel is limited to 20 MPH on a smooth, level terrain. **!!WARNING!!** Increased speeds and rougher terrain will substantially reduce the rated capacity of the container handler. Do not exceed rated capacity of (1) container handler, (2) container, or (3) truck. Doing so may result in damage to equipment and/or injury to persons.

****NOTE:** Factory tested on a hard level surface and a water level loaded container.

STRUCTURAL SPECIFICATIONS

1. Main Frame:

- (1) Fabricated "L" type assembly specifically designed to maximize strength to weight ratio. The assembly consists of multiple members of Rectangular Structural Tubing ASTM A500 Grade "C" and A36 and A569 Plate Corner Joining Plates.
- (2) 4" x 3" x 1/4" ASTM A500 Grade "C" Rectangular Tubing Horizontal Main Rails
Joined in Parallel By:
 - (2) 2-1/2" x 3/16" ASTM A500 Grade "C" Square Tubing Crossmembers
 - (2) 3" x 2" x 1/4" Angle Crossmembers
 - (1) 3" x 2" x 3/16" ASTM A500 Grade "C" Rectangular Tubing Crossmember
- (2) 6" x 3" x 1/4" ASTM A500 Grade "C" Rectangular Tubing Vertical Main Rails
Joined in Parallel By:
 - (1) 3" x 3/16" ASTM A500 Grade "C" Square Tubing Crossmember
 - (2) 1-1/2" x 1-1/2" x 3/16" Angle Crossmembers
- (2) 3" x 2" x 3/16" ASTM A500 Grade "C" Rectangular Tubing Diagonal Main Rail Braces
Joined in Parallel to:
 - (2) 4" x 3" x 3/16" ASTM A500 Grade "C" Rectangular Tubing Outboard Mount
 - (4) 3" x 3" x 1/2" Angle Crossmembers
- (2) Lower Lift Cylinder Mounts
 - (2) 3/8" A569 Plate
 - (2) 1/2" A36 Plate
 - (4) Outboard Supported Lower Lift Shaft by
 - (4) 2-1/2" x 1-1/2" x 1" 1026 Round Mechanical Tubing Welded Collars
- (2) Upper Tilt Cylinder Mounts
 - (4) 1/2" A36 Plate
 - (4) Outboard Supported Upper Tilt Shaft by
 - (4) 2 1/2" x 1-1/2" x 1" 1026 Round Mechanical Tubing Welded Collars

STRUCTURAL SPECIFICATIONS - CONTINUED

1. Main Frame (Continued)

(2) Main Frame Arm Assembly Pivot Mounts

- (2) 1/2" A36 Plate

- (2) 4" x 3" x 3/16" ASTM A500 Grade "C"

Rectangular Tubing Outboard Mount

- (4) Outboard Supported Upper Tilt Shaft by

- (2) 2-1/2" x 1-1/2" x 1" 1026 Round Mechanical

Tubing Welded Collars

- (2) 2-1/2" x 1-1/2" x 4 3/8" 1026 Round Mechanical

Tubing Collars Fully Welded into

Vertical Main Frame Tubing

2. Main Frame Arm Assembly:

(2) 6" x 3" x 3/8" ASTM A500 Grade "C"

Rectangular Tubing Horizontal Main Rails

Joined In Parallel By:

- (2) 6" x 3" x 3/8" ASTM A500 Grade "C"

Rectangular Tubing Crossmember

- (1) 1-1/2" x 1-1/2" x 3/16" Angle Crossmembers

(2) 3/8" x 2" x 77-3/16" A36 Plate Outboard Supported Braces

- (2) 3" x 2" x 3/16" ASTM A500 Grade "C"

Rectangular Tubing Outboard Supports

(2) Main Frame Arm Assembly Pivot Bushings

- (2) 2-1/2" x 1-1/2" x 4-3/8" 1026 Round Mechanical

Tubing Fully Welded

(2) Fork Mast and Rotator Pivot Bushings

- (2) 2-1/2" x 1-3/4" x 2-7/8" 1026 Round Mechanical

Tubing Fully Welded

- (2) 1-3/4" x 1-1/2" x 2-7/8" SAE 660 Bronze

Tubing Bushings

(2) Upper Lift Cylinder Mounts

- (2) 2-1/2" x 1-1/2" x 4-3/8" 1026 Round Mechanical

Tubing Fully Welded

- (2) Outboard Supported Upper Lift Shaft by

- (2) 1/2" A36 Plate

- (4) 2-1/2" x 1-1/2" x 1" 1026 Round Mechanical

Tubing Welded Collars

STRUCTURAL SPECIFICATIONS - CONTINUED

3. **Rotator Assembly:**
 - Two Cylinder Rack and Pinion Design**
 - 200° Degree Rotation**
 - Designed to Rotate and Dump to Rated Capacity**
 - Fabricated Assembly consisting of:**
 - ASTM A500 Grade "C" Rectangular Structural Tubing**
 - Fully Welded and Gusseted**
 - Two Rotator Cylinders**
 - 8" Spur Gear**
 - Two 3" X 24" Gear Racks**
 - Rotator Pin 4" C1018**
 - Two Container Lift Forks made of 1-1/2" X 4" X 60"**
 - H4150 Material**
 - Three Replaceable Polyurethane Container Bumpers**
 - Brass Bearing 4" X 3" Vertically Cast SAE 660 Bronze**
4. **Lower & Upper Lift Cylinder Shafts:**
 - 1-1/2" CFRD 1018 64,000 PSI Cold Rolled Steel Bar**
5. **Lower & Upper Arm Assembly Pivot Shafts:**
 - 1-1/2" CFRD 1018 64,000 PSI Cold Rolled Steel Bar**
6. **Lower & Upper Tilt Cylinder Shafts:**
 - 1-1/2" CFRD 1018 64,000 PSI Cold Rolled Steel Bar**

STRUCTURAL SPECIFICATIONS - CONTINUED

7. **Integrated Rear LED Light Assembly - Pintle Hook or Reese Receiver ready, Welded to the Rear of Chassis**

8. **Rear Plate**
1/4" A36 Material With 3/4" A36 Pintle Hook Mounting Plate Installed
Rear Mounting Plate reinforced with Two 41" long Formed A36 Channels Allowing for Rear LED Light Install.
Rear Assembly supported by two 1/2" X 3" A36 Struts Welded and Huck Bolted to the rear of the Chassis Rails for Extra Support.

9. **Hoist Props: Single Safety Prop**

10. **Poly Half Round Fenders**

11. **Rear Load Attachment**

NOTE: All main frames and manufactured components shall be fixture when fabricated to assure interchangeability of parts.

HYDRAULIC SPECIFICATIONS

1. **Pump: Direct mount gear type, 17.5 GPM at 1,500 RPM with 13 tooth, 7/8" spline, rear ported**
2. **Hydraulic valve:
Outside control levers allow for proportional control of hoist cylinders
Standard operating GPM equals 17.5
System Warrantied at 1850 PSI**
3. **Return line oil filter:
Internal cartridge minimum 9" long
Flow rate 100 GPM
3 micron synthetic filter with an absolute rating per ISO4572-Beta 200 greater than 2.0
Dirt Holding Capacity of 115 grams
Ported to allow installation of quick disconnects for import of hydraulic oil into system**
4. **Oil reservoir:
Oil reservoir must be adequately sized for all hydraulic operation and to manufacturer's specifications.
The reservoir shall be manufactured to reduce the opportunity to fill the reservoir with oil except through the return filter.
The reservoir must be ported to allow installation of disconnects to facilitate the attachment of filter carts.
5" Sight gauge to allow visual inspection of the oil and temperature level
100 Wire Mesh suction strainer with internal bypass
Magnetic drain plug
Kleenzoil capable**
5. **System total oil capacity: 32 gallons**

HYDRAULIC SPECIFICATIONS - CONTINUED

6. **Shutoff Valves: 1-1/4" Ball Valve**
7. **Hydraulic Fittings: Swivel, O-Ring Fittings and JIC.**
8. **Hydraulic hoses: SAE 100-R2**
9. **Hydraulic Tubing: 3/8"**
10. **Lift Cylinders: (2) 3-1/2"x 2"x 32" D.A. Cylinders**
11. **Tilt Cylinder: (2) 4"x 2"x 29-1/2" D.A. Cylinders**
12. **Rotator Cylinders: (2) 3"x 1-1/2"x 16"**
13. **Oil Reservoir Air Breather: Replaceable 10 Micron**
14. **Hydraulic Oil: Multi Viscosity MV36 hydraulic oil used**

ELECTRICAL SPECIFICATIONS

1. **FMVSS Compliant and CMVSS Compliant**
2. **Hoist Up exterior audible alarm with 2" in-cab flashing red indicator light**
 - Hoist up alarm must be activated by a proximity switch
3. **Self adjusting exterior audible back up alarm**
4. **Truck-Lite brand exterior rubber grommet mounted lighting that meets all Department of Transportation requirements**
5. **LED Lighting:**
 - Bumper lighting**
 - Clearance lighting**
 - Side marker lights**
 - Mid body marker and turn lighting**
6. **Department of Transportation required conspicuity tape markings**
7. **All standard lighting utilizes a sealed wiring harness designed specifically to be compatible with Truck-Lite brand components to eliminate the need for junction boxes**
8. **Inside the cab ergonomic control system housed in a powder coated console**

MANUFACTURERS RECOMMENDED
TRUCK CHASSIS SPECIFICATIONS

1. Minimum Front Capacity: 7,000# minimum
2. Minimum Rear Capacity: 17,500# minimum
3. Truck Frame:
50,000 PSI or More Chassis Frame -
Min. Section Modulus

9 in³

4. Recommended Truck CA:

80"

5. Minimum Required After Frame:

32"

MOUNTING SPECIFICATIONS

1. Main pressure relief valve shall be set and secured with tamper resistant seal when factory mounted

Castrol dual viscosity ISO46 hydraulic oil used
Can be certified to ISO 16/13

2. Non-invasive single wire electrical hook-up from truck to hoist electrical system

All standard and optional equipment mounted with Huck bolt fasteners

3. Outside hydraulic controls to be mounted on 3/8" A36 Steel Plate Reinforced by 3/8" Formed Channel Support

- ~~4. Protective outside hydraulic valve cover~~

5. Phosphatize power wash system used prior to primer

6. Two part epoxy primer used to prime hoist

7. Two part epoxy gloss black finish paint

Finish paint baked at 140 degrees for a minimum of 30 minutes
Paint to meet or exceed IMRON 6000 specifications

8. Pre-delivery Inspection performed prior to delivery

CH8000 CONTAINER HANDLER

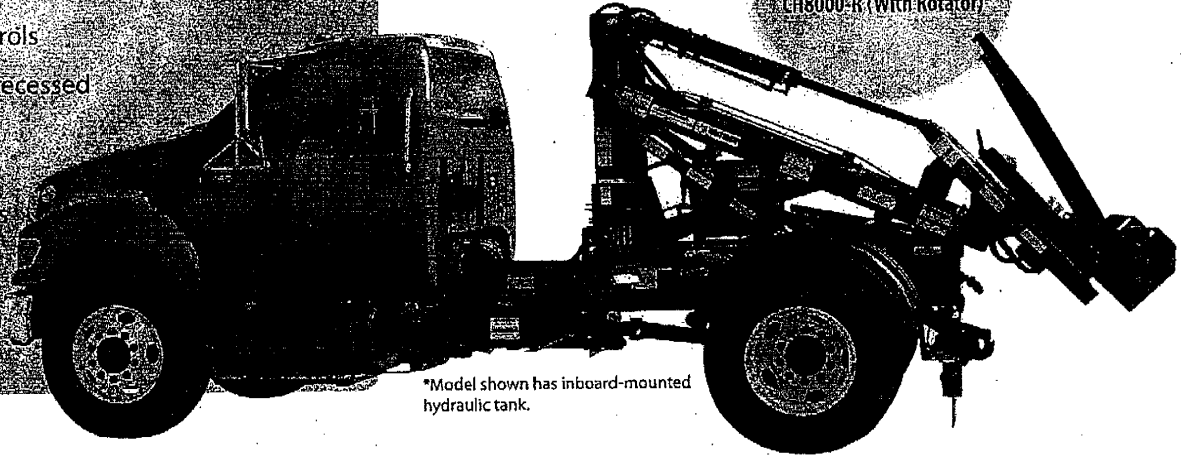
Galbreath®

Tel: 800.285.0666 | sales@wastequip.com
www.galbreathproducts.com

Standard Features

- ▶ Handles front-load containers from 2 to 10 yards and rear-load containers from 2 to 6 yards
- ▶ Back-up alarms and hoist-up alarm with signal light
- ▶ Available with rotator for emptying containers; 200° rotator on "R" model
- ▶ Pintle or Reese-ready apron
- ▶ Direct-mount pump
- ▶ Oil reservoir (inside frame mount)
- ▶ Inside air controls
- ▶ Bumper with recessed LED lighting
- ▶ Poly fenders
- ▶ Retainer strap
- ▶ Black two-part epoxy paint

Galbreath container handlers are ideal for container delivery, pick-up, and placement, as well as moving containers around a yard.

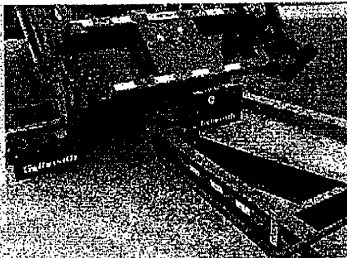


Available Models:
CH8000 (No Rotator)
CH8000-R (With Rotator)

*Model shown has inboard-mounted hydraulic tank.

Options

- ▶ Air compressor for non-air trucks
- ▶ Toter platform
- ▶ Toolbox (side mount)
- ▶ Toolbox (behind cab)
- ▶ PTO manual or automatic transmission
- ▶ Wet spline pump/PTO upgrade
- ▶ Lid and rod holder (behind cab or side-mount)
- ▶ Pintle hook or Reese hitch set-up
- ▶ Work lights (multiple options)



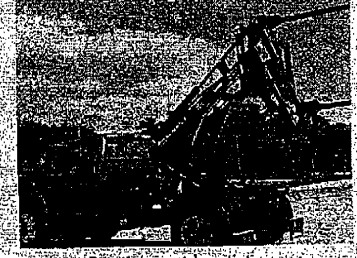
Pintle-ready apron or Reese hitch options available



Outside controls with safety cover



Extra CA can be added for storing lids, welders, toolbox, etc.



Rotating arms dump into a 30-yard open-top container

* Factory mount

WASTEQUIP

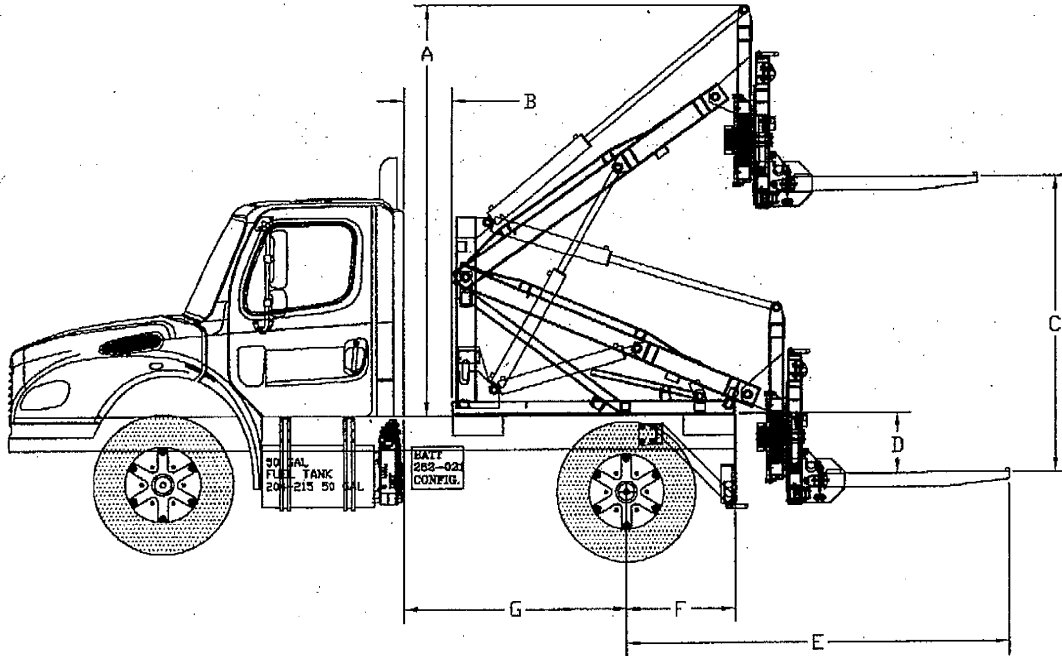
Mobile Products Division

Galbreath

MOUNTAIN TARP

CUSCO

CH8000 CONTAINER HANDLER



CH8000	CH8000-R
A = 122-11/16"	A = 120-1/2"
B = 14-5/16"	B = 14-5/16"
C = 92-3/16"	C = 87-1/4"
D = 11-5/8"	D = 17-7/8"
E = 106-3/4"	E = 112-1/16"
F = 32"	F = 32"
G = 66" min*	G = 66" min*

NOTE: All dimensional items shown are based on 43" truck frame height.

Cans must be flagged during the day or lighted when dark.

* Add 36" for Toter cart platform. Add 24" for behind-the-cab toolbox or lid holder. Typical CA is 80" without Toter cart platform.

SPECIFICATIONS

Container Size	2 to 10 yard (front load) 2 to 6 yard (rear load)
Rated Capacities*	8,000 lbs. (lifting) 4,000 lbs. (hauling) 4,000 lbs. (rotating)
Ratchet / Hold Down System	Retainer straps
Air Controls	Inside air controls for conventional cab; 2 spool standard (non-rotator) or 3 spool (rotator)
Lighting	LED lighting**
Safety	Hoist-up alarm with signal light
Fenders & Bumpers	Poly with standard LED light bumper
Frame Assembly	5" x 3"
Finish / Paint	Two-part epoxy black primer**
Other	Direct mount pump Oil reservoir (inside frame mount) Outside 2 or 3 spool valve Rear load attachment Pintle or Reese-ready apron

* The above capacity ratings are based on container's center of gravity out 24" on forks. With a loaded container, travel is limited to 20 MPH on a smooth level terrain. **WARNING!** Increased speeds and rougher terrain will substantially reduce the rated capacity of the container handler. Do not exceed rated capacity of (1) container handler, (2) container, or (3) truck. Doing so may result in damage to equipment and/or injury to persons.

** Factory mount



Tel: 800-285-0666 | sales@wastequip.com | www.galbreathproducts.com

Wastequip brand Wastequip Inc. is the North American manufacturer of waste and recycling equipment for collection, transfer, processing, and disposal. Wastequip is a leader in the waste and recycling industry. All equipment is designed and manufactured in the United States. Equipment displayed should be operated by properly trained personnel. The above information is for informational purposes only. We assume no liability for the use of the equipment. The operation of equipment that is not manufactured by Wastequip Inc. is not covered by the information contained within this literature. For more information, contact your local Wastequip distributor.

Carolina Environmental Systems, Inc.
306 Pineview Drive, Kernersville, NC 27284
2701 White Horse Road, Greenville, SC 29611
500 Lee Industrial Blvd, Austell, Ga 30168
Phone: 800-239-7796
336-904-0952

QUOTE

April 3, 2024
Lilley International
Attention: Mr. Nick Timper

Reference: Cumberland County Bid #24-24-500 Fork Truck

Dear Nick,
CES appreciates the opportunity to quote you the following:
One (1) Galbreath Model CH8000R Container Handler complete as per the Cumberland
County bid specifications. **NO EXCEPTIONS.**

Sales Price: \$64,984.00

FOB: Your Yard
Delivery: Approximately 45-60 days after receipt of suitable cab/chassis at CES in Greenville,
SC.
Terms: Net

Please Note: For optional lid cage and rod holder, please add \$2,500.00

We sincerely appreciate the opportunity to submit the above quotation. If we may answer any
questions or be of service to you in any way, please do not hesitate to contact us at: 1-800-239-
7796.

Sincerely,
Maxwell Taylor Carolina Environmental Systems

LIMITED WARRANTY FOR MV Cowl Chassis
***Effective with vehicles built March 06, 2023 or later**

Basic Vehicle

Navistar®, Inc., at its option, will repair or replace any part of this vehicle that proves defective in material or workmanship, in normal use and service, with new or RENEWED™ parts, based on the Component Coverages below.

Coverage	Months	Miles	Kilometers	Hours
Basic Vehicle Warranty	24	Unlimited	Unlimited	Unlimited
Basic Vehicle Warranty with Non-Navistar Engine	24	Unlimited	Unlimited	Unlimited
Frame Side Rails	84	Unlimited	Unlimited	Unlimited
Cab/Cowl Structure	60	Unlimited	Unlimited	Unlimited
Cab/Cowl Perforation Corrosion	60	Unlimited	Unlimited	Unlimited
Meritor Axles	36	Unlimited	Unlimited	Unlimited
Transmission	24	Unlimited	Unlimited	Unlimited
Batteries	12	Unlimited	Unlimited	Unlimited
Brightwork, Chassis Paint and Corrosion (Other than Cab)	6	Unlimited	Unlimited	Unlimited
Hood/Cab Paint	12	Unlimited	Unlimited	Unlimited
First 90 Days from Delivery to User (DTU) + Towing	3	Unlimited	Unlimited	Unlimited
Federal Emissions Coverage (Medium/Heavy, Heavy Duty Diesel Engine Non-Navistar)	60	100,000	160,000	Unlimited
Greenhouse Gas Emissions Coverage	60	100,000	160,000	Unlimited

Navistar Diesel Engine Coverage Includes:

Engine block, cylinder heads, internally lubricated components, fuel pump, high pressure pump, turbocharger, water pump, air compressor, injectors/nozzles; electronic engine modules, engine relays, engine sensors and regulators required for electronic engine operation, and certain aftertreatment components. Excluding: attaching accessories (e.g., fan clutch, alternator, starter, etc.), and externally mounted electrical and filtration systems.

What is Not Covered Under Basic Coverage

Components/Items

- Components warranted by their respective manufacturers (such as non-International® brand engines, tires, Allison transmissions, lubricants, Cummins engines, Agility fuel systems, etc.)
- Bodies, equipment, and accessories installed by other than authorized International Truck employees at International Truck manufacturing plants
- Front and rear axle alignment
- Front and rear axle coverage excludes brakes, wheel ends, axle shafts, controls and attachments

Repairs & Maintenance

- Maintenance-related items/repairs, or those needed as a result of normal wear and tear, including tune-ups, brake/clutch linings, windshield wiper blades, tire balancing, lubrication, and other similar procedures/parts required to keep vehicle in good working condition
- Failures that are the result of poor fuel quality, water in fuel, rust, etc.
- Repairs needed as a result of vehicle misuse, negligent care, improper maintenance, improper operation, or the result of accident or collision
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes such as improper polishes, cleaners or washing solutions, or chemical and industrial fallout
- Failure to observe published capacity or load specifications for engine, transmission, propeller shaft, axles (powertrain) and suspension

Other

- Vehicles sold and/or operated outside the United States and Canada
- This exception does not apply to vehicles that meet current US EPA emission standards, which were sold by an International dealer located in Mexico, if the vehicle is authorized by the US DOT to operate in long-haul, cross border transportation and the vehicle is only operated in the United States, Canada, and Mexico
- Vehicles/components that have had unauthorized alterations or modifications
- Vehicles on which the odometer reading has been altered
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses
- Replacement of defective parts with parts other than those provided by Navistar, Inc.

Obtaining Service

Return this vehicle to any International Truck dealer authorized to service this model vehicle and engine.

This warranty is automatically transferred to subsequent owners at no charge. Visit your local Authorized International Truck dealer for name and address change information.

Note: The customer has 365 days and up to a maximum of 100,000 miles (160,000 km) from DTU to purchase an extended warranty on the unit. For extended warranty purchases between 181 and 365 days from DTU and <100,000 miles (160,000 km) an additional fee will be assessed. See your local International dealer for details.

Disclaimer

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER.

No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the Company, and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

Remedies Under State or Provincial Law: Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to the owner. This warranty gives the owner specific legal rights, and he may also have other legal rights which may vary by state or province.

Telematics Data Disclosure

Your Navistar vehicle may include an activated telematics subscription service. By accepting this Limited Warranty, you consent to our collection and use of data from your vehicle as set forth at www.oncommandconnection.com on behalf of yourself and any vehicle operators and passengers. Navistar, Inc., or its affiliates will collect and send diagnostic and system data from your vehicle and use it for various purposes as further set forth in our Privacy Policy, posted at www.oncommandconnection.com, such as improving the uptime for your vehicle, improving our vehicles in the future, and reducing warranty events. If you choose not to allow Navistar to access your data, you may suspend your subscription at www.InternationalTrucks.com/Opt-Out.

Record of Ownership

Upon receipt of new vehicle by original owner, complete the following:

I have read this Warranty Brochure and fully understand the warranty coverage. I acknowledge that I have received a copy of the Owner's Limited Warranty and I accept the terms described herein.

_____	_____
Customer Signature	Date
_____	_____
Owner's Address	City State/Prov Postal Code
_____	_____
Truck Model	Vehicle Identification Number
_____	_____
Engine Model Number	Engine Serial Number
_____	_____
Date Delivered to User (DTU)	Odometer Reading at Delivery

IMPORTANT: The information contained in this Warranty Policy explains the coverage provided on your new International vehicle. This policy should be kept in the vehicle for presentation to the Dealer when you request warranty services.



OFFICE OF THE COUNTY ATTORNEY

**MEMORANDUM FOR THE AGENDA OF THE NOVEMBER 14, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 11/8/2024

SUBJECT: PURCHASE OF LAND FOR INDUSTRIAL SITES

Requested by: ROBERT VAN GEONS

Presenter(s): COUNTY ATTORNEY

BACKGROUND

The attached contract is for the purchase of two parcels of land on Doc Bennett Road to be held for future development as industrial sites. This matter was discussed with Robert Van Geons in closed session and there was a consensus by the board to make a contract. The property is being sold through a judicial sale process and will be subject to the upset bid procedure.

RECOMMENDATION / PROPOSED ACTION

If the board still wishes to acquire this property for future industrial development, approve the contract.

ATTACHMENTS:

Description	Type
Contract for Purchase of Doc Bennett Road Land	Backup Material

North Carolina

Contract for the Purchase of Real Property

Cumberland County

Approved by the Board of Commissioners _____

This agreement is made and entered into November _____, 2024, by and between Greg Whitley, Commissioner under the order entered by the Cumberland County Clerk of Court March 27, 2024, in 22 SP 531, (Seller), and the County of Cumberland, a body politic and corporate and a political subdivision of the State of North Carolina (Buyer).

WITNESSETH:

Description of the Land. Seller hereby agrees to sell, and Buyer hereby agrees to purchase, at the price, and upon the terms hereinafter set out, those certain tracts or parcels of land lying and being in Rockfish Township, Cumberland County, North Carolina, and being more particularly described as follows:

Tract 1: PIN 0444-12-4550

Being all of Lot 3 of the Revised Survey of the Cue Patrick Abbot Estate as shown on the plat recorded in Plat Book 101 at page 148 in the Cumberland County Registry, save and except that portion which was subdivided and conveyed out, being Lot 3B as shown on the plat of the Subdivision for Teresa Wood and Kenneth Wood recorded in Plat Book 139 at page 50 in the Cumberland County Registry.

Tract 2: PIN 0444-13-9733

Being all of that 9.129-acre tract of land as shown on the plat entitled, "Property of Earnest D. Wood and C.P. Abbott and Wife, Beatrice M. Abbott" recorded in Plat Book 83 at page 16 in the Cumberland County Registry.

Purchase Price. Buyer agrees to pay for said lands the sum of One Million Eight Hundred Fifty-Four Thousand and Six Hundred Dollars (\$1,854,600); of which Twenty-Five Thousand Dollars (\$25,000) has been or will be paid upon the execution and delivery of this contract, and the balance of said purchase money to be paid as follows:

Closing and Closing Costs. The following costs will be deducted from the sales price at closing:

- (1) Property taxes, including any deferred or delinquent taxes, will be prorated as to the date of closing and Seller's share will be disbursed to the Cumberland County tax collector.
- (2) Seller's excise tax will be disbursed to the Register of Deeds at closing.
- (3) Seller shall provide the payoff amount of the note secured by the deed of trust from Kenneth L. Wood to Willam Lockett Talley, trustee, for the benefit of Teresa W. Wood recorded in Book 9855 at page 674 in the Cumberland County Registry which will be disbursed as directed by Seller to record a satisfaction of the deed of trust.

A detail of the costs shall be delivered to Seller prior to closing. The proceeds of sale shall be paid as directed by Seller. Closing shall take place within thirty (30) days from the last date entered by the signature of each party. Closing shall be at such time and place as directed by Buyer.

Requirements for Deed. Seller shall be responsible for delivering a special warranty deed to Buyer at closing in such form as approved by Buyer in advance. The deed shall convey said lands to Buyer free from encumbrances except:

- a. those electric utility easements to the City of Fayetteville recorded in Book 3642 at page 441, Book 892 at page 259, Book 782 at page 374, Book 734 at page 291, and Book 662 at page 199 in the Cumberland County Registry;
- b. those easements for private streets recorded in Book 3608 at page 677, and Book 3586 at page 228 in the Cumberland County Registry;
- c. those plats showing private roads recorded in Plat Book 73 at page 71, and Plat Book 136 at page 141 in the Cumberland County Registry;
- d. those deeds of easement to the N.C. Dept. of Transportation recorded in Books 2544 at page 747, and Book 2544 at page 751 in the Cumberland County Registry; and
- e. the affidavit of Cue P. Abbott related to the existence of a dirt road used by the public recorded in Book 3578 at page 807 in the Cumberland County Registry.

IN TESTIMONY WHEREOF, the said parties have hereunto set their hands and seals on the date shown for each signature.

SELLER

_____ (SEAL)
 Greg Whitley, Commissioner

Date Signed: _____

Witness:

BUYER
 County of Cumberland
 By:

_____ (SEAL)
 Glenn Adams, Chairman
 Chairman, Board of Commissioners

Date Signed: _____

Attest:

 Andrea Tebbe, Clerk to the Board



OFFICE OF THE COUNTY MANAGER

**MEMORANDUM FOR THE AGENDA OF THE NOVEMBER 14, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: CLARENCE GRIER, COUNTY MANAGER

DATE: 11/8/2024

**SUBJECT: LAND PURCHASE IN THE BUSHY LAKE STATE NATURAL AREA FOR
THE MOUNTAINS-TO-SEA TRAIL PROJECT**

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): CLARENCE GRIER, COUNTY MANAGER

BACKGROUND

In May of this year, the State of North Carolina and the Friends of the Mountains-to-Sea Trail approached the County about purchasing 71.5 acres of land in the Bushy Lake State Natural Area of Beaver Dam to assist in the completion of the Mountains-to-Sea Trail.

The County would purchase the land for \$253,000 and would be reimbursed by the Friends of the Mountains-to-Sea Trail (MST) and the North Carolina Division of Parks and Recreation for \$193,000. The net cost to the County would be \$60,000. The County would grant an easement for the portion of the purchase to MST.

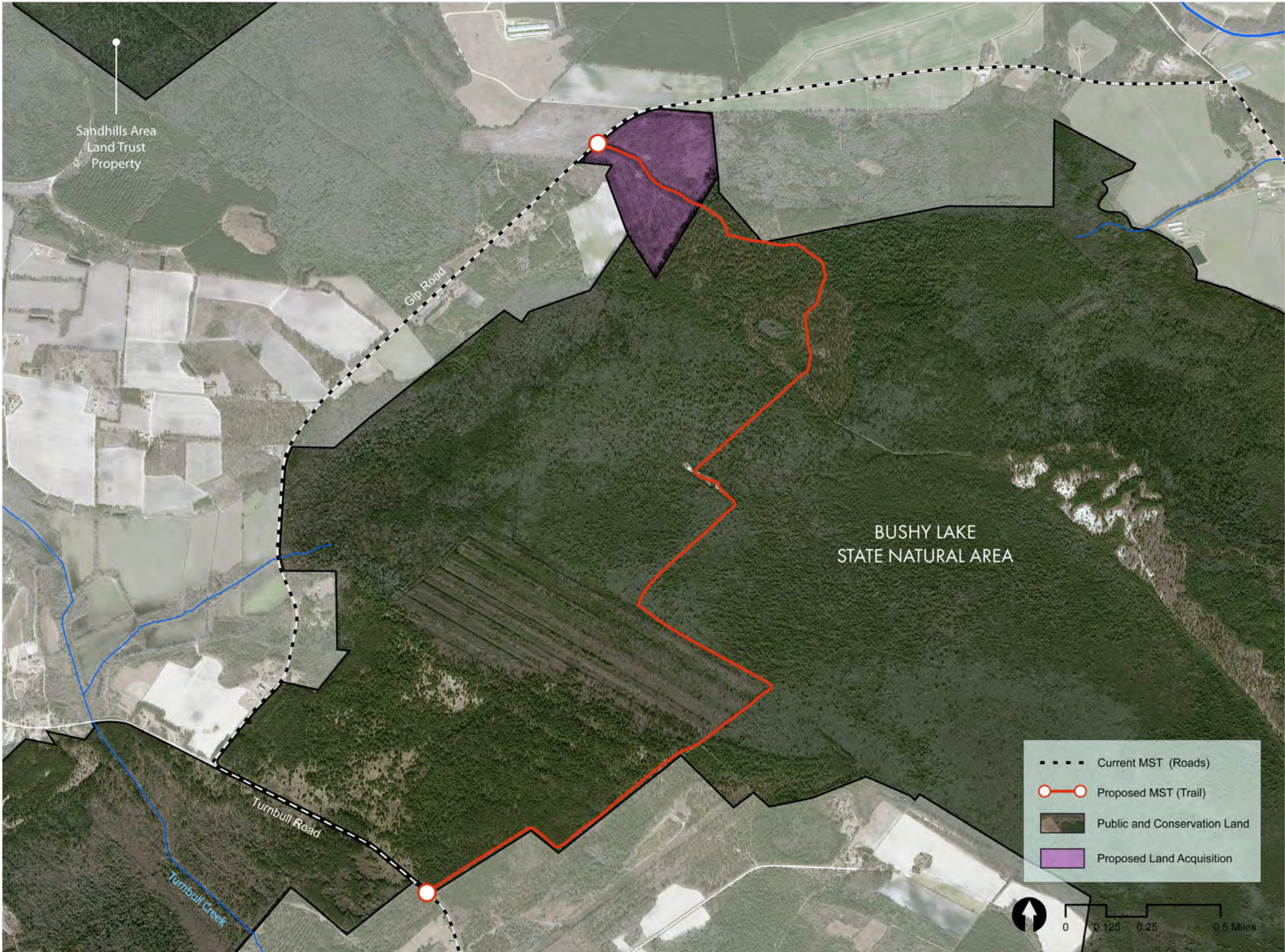
RECOMMENDATION / PROPOSED ACTION

Authorize the County Manager to purchase the land in the Bushy Lake State Natural Area with the North Carolina Division of Parks and Recreation and the Friends of Mountain-to-Sea Trail not to exceed \$258,000.

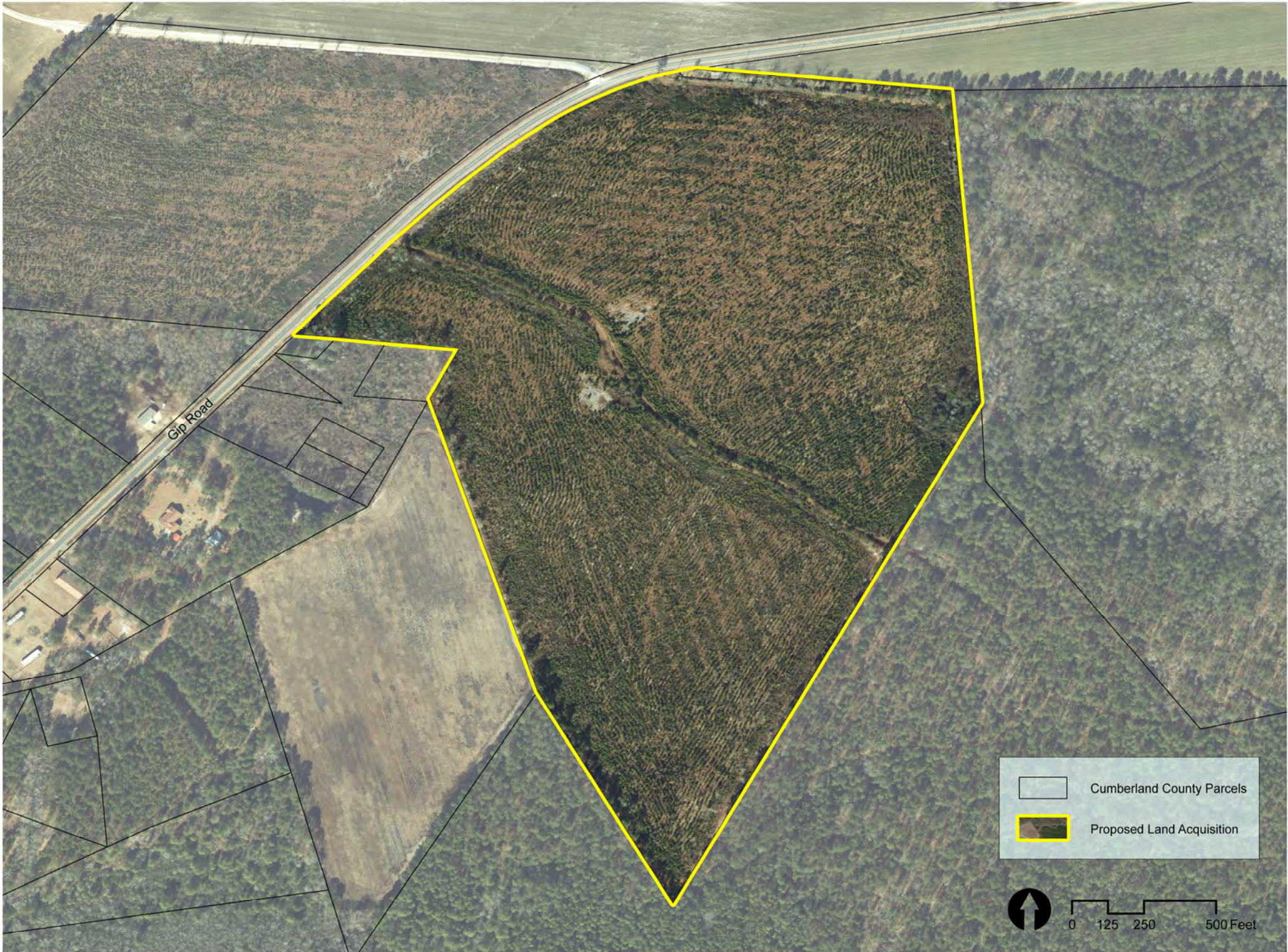
ATTACHMENTS:

Description	Type
Bushy Lake Project Map and Background	Backup Material

BUSHY LAKE NORTH LAND ACQUISITION - MAP 1A



BUSHY LAKE NORTH LAND ACQUISITION - MAP 2A

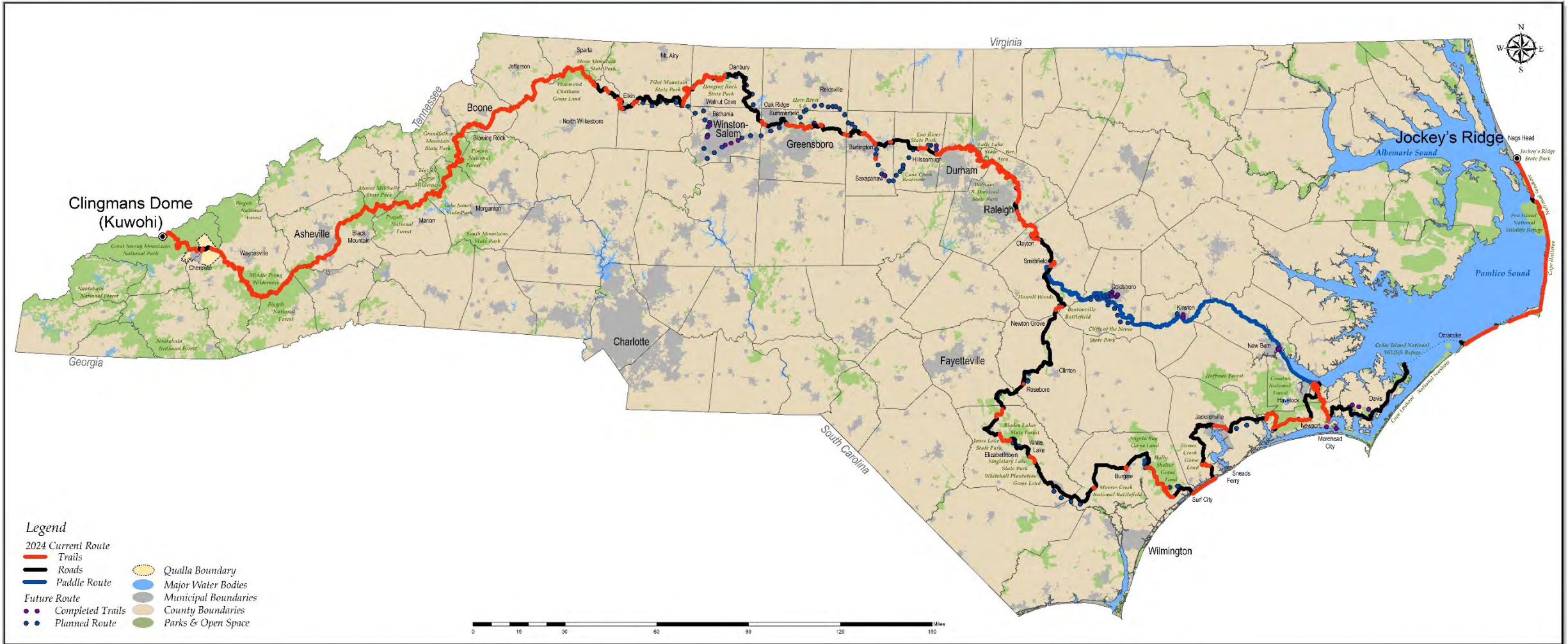




Mountains-to-Sea Trail

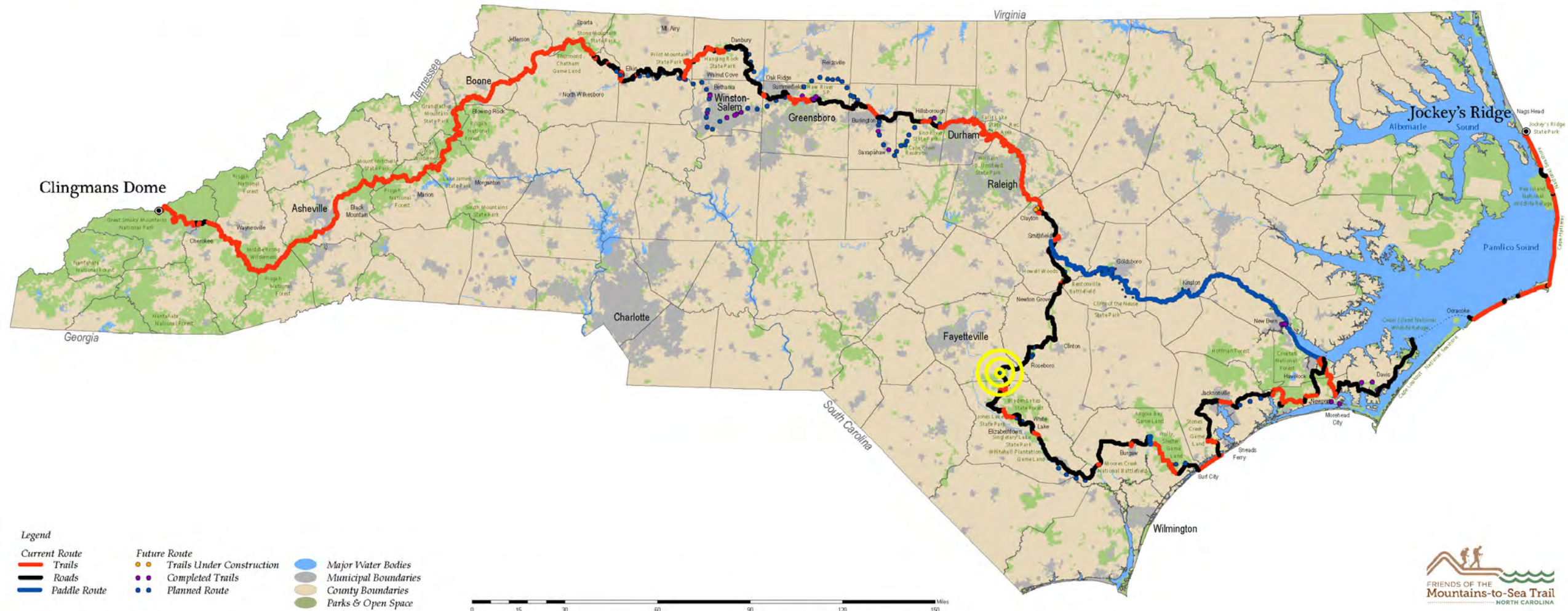
Clingmans Dome (Kuwohi) to Jockey's Ridge State Park

Explore the MST
and Donate



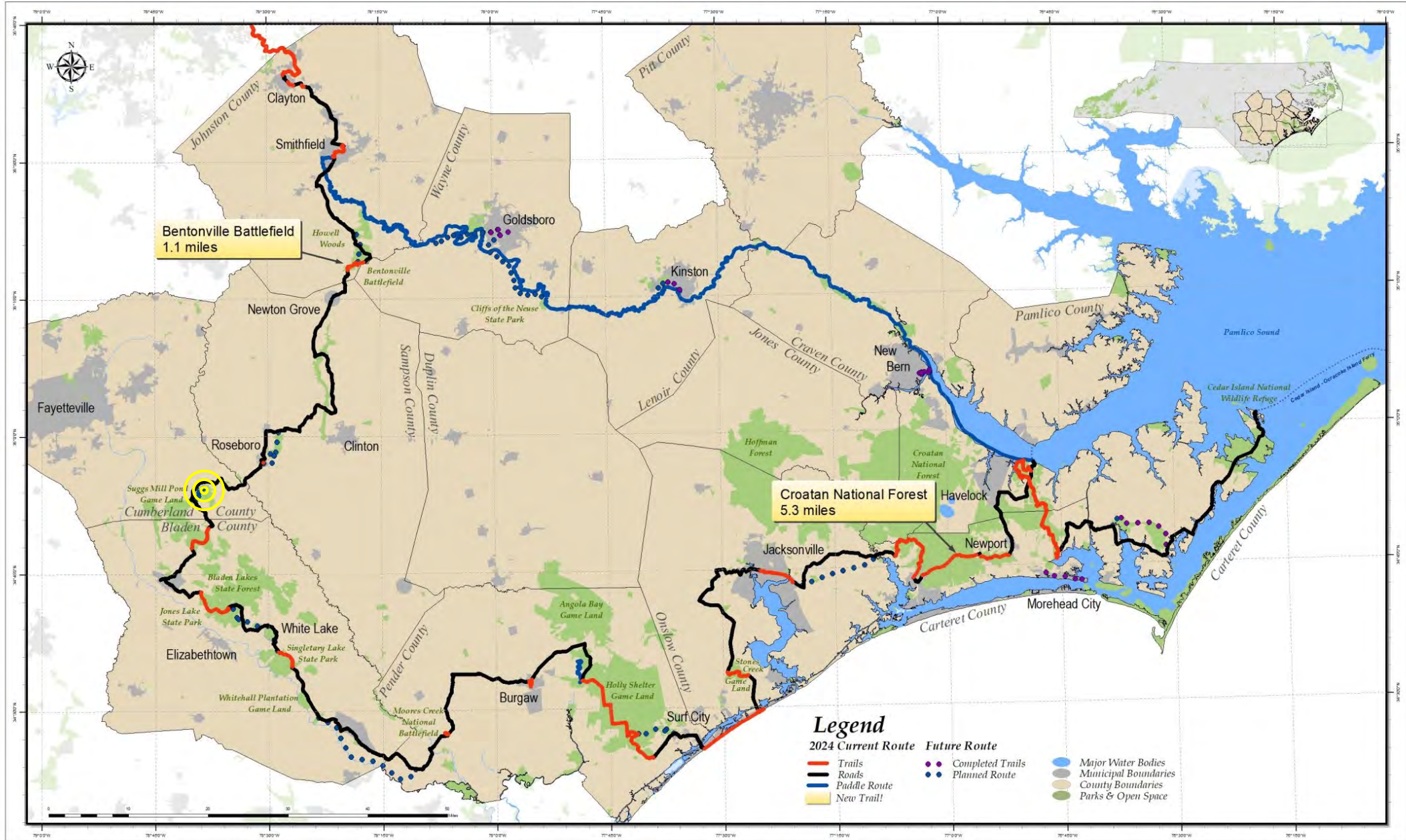
© 2024 Friends of the Mountains-to-Sea Trail. Friends of the Mountains-to-Sea Trail acknowledges the following data providers: United States Census Bureau; Protected Areas Database of the US (PAD-US); National Park Service; NC Division of Parks and Recreation; N.C. Department of Information Technology; NC Center for Geographic Information and Analysis; NCDOT; Piedmont Triad Council of Governments; Alamance County; Guilford County; Johnston County GIS; Jones County GIS; Onslow County GIS; Surry County; The Southwest North Carolina Planning and Economic Development Commission; Town of Hillsborough; Town of Snowbird; How River Trail; additional trail GPS data provided by Jee Gwoid. Map created for Friends of the Mountains-to-Sea Trail by Curtis Buljovic.

BUSHY LAKE STATE NATURAL AREA



Mountains-to-Sea Trail

Coastal Plain

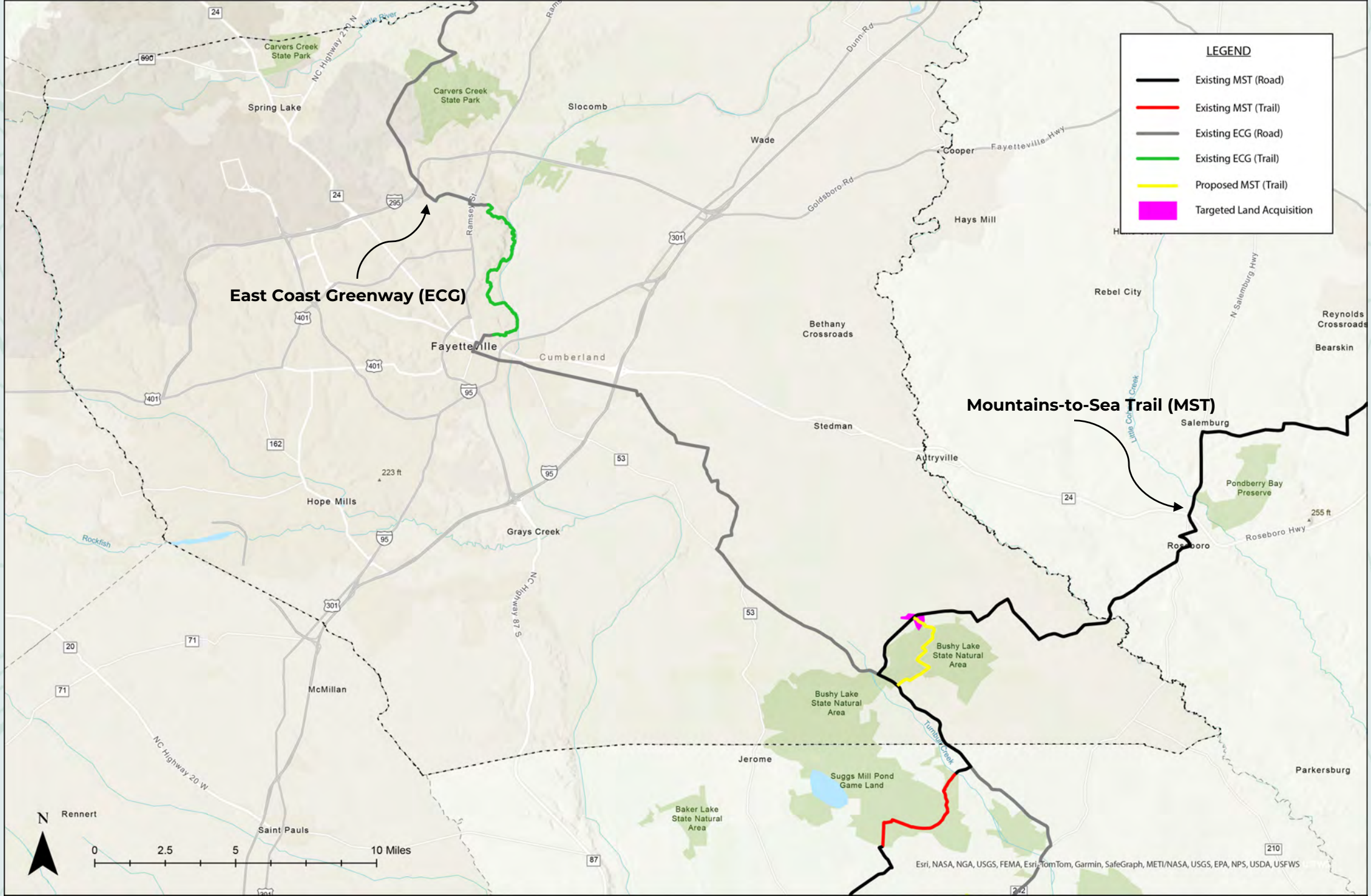


LEGEND

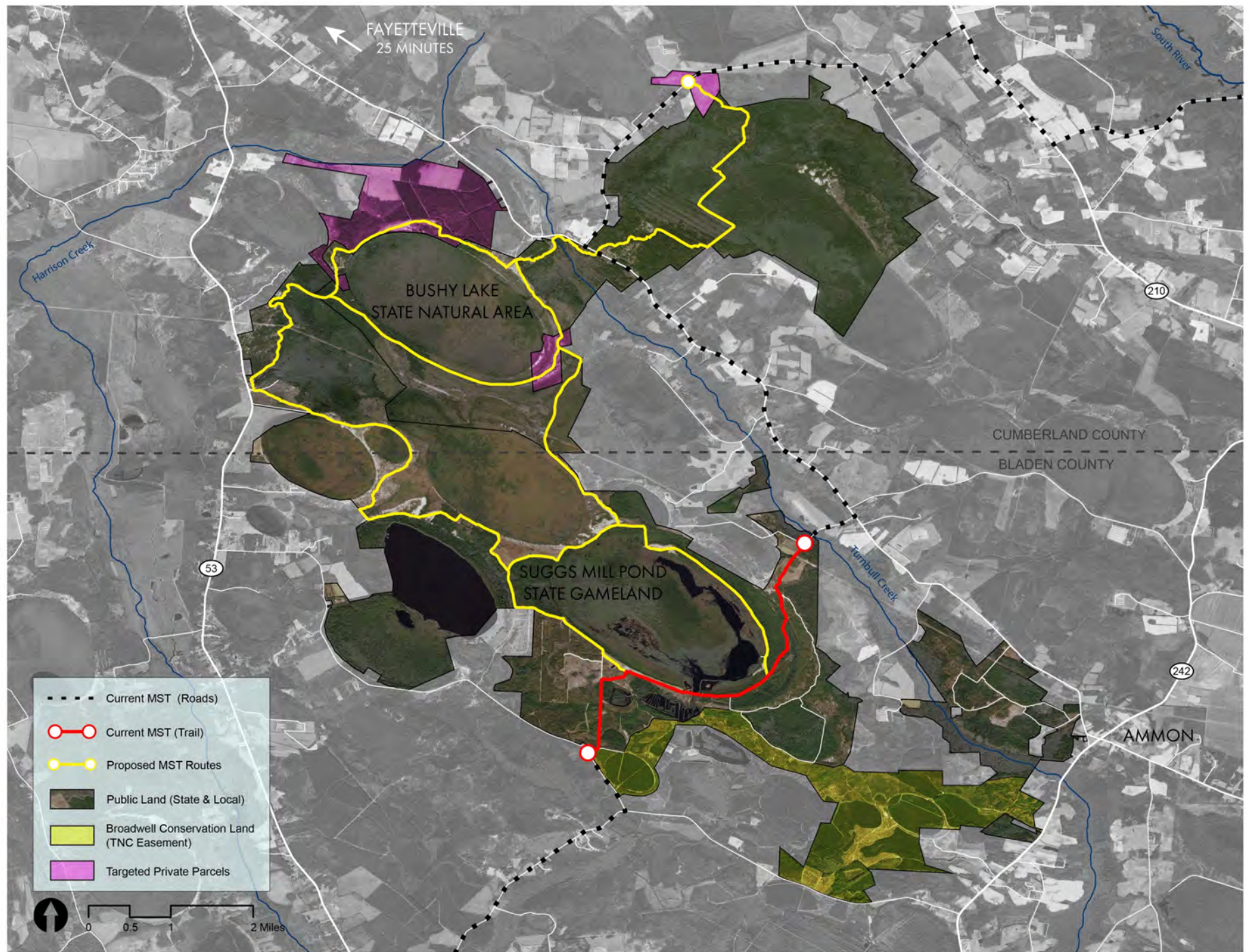
-  Existing MST (Road)
-  Existing MST (Trail)
-  Existing ECG (Road)
-  Existing ECG (Trail)
-  Proposed MST (Trail)
-  Targeted Land Acquisition

East Coast Greenway (ECG)

Mountains-to-Sea Trail (MST)



Options for a Possible Long-Term Trail Route



Suggs Mill Pond SGL & Bushy Lake SNA



View up Indian Creek from Highway 53 at Jessups Pond, Bushy Lake in the background. (Cumberland County)

Suggs Mill Pond SGL & Bushy Lake SNA



Horseshoe Lake



NCWRC Kiosk at Jessups Pond

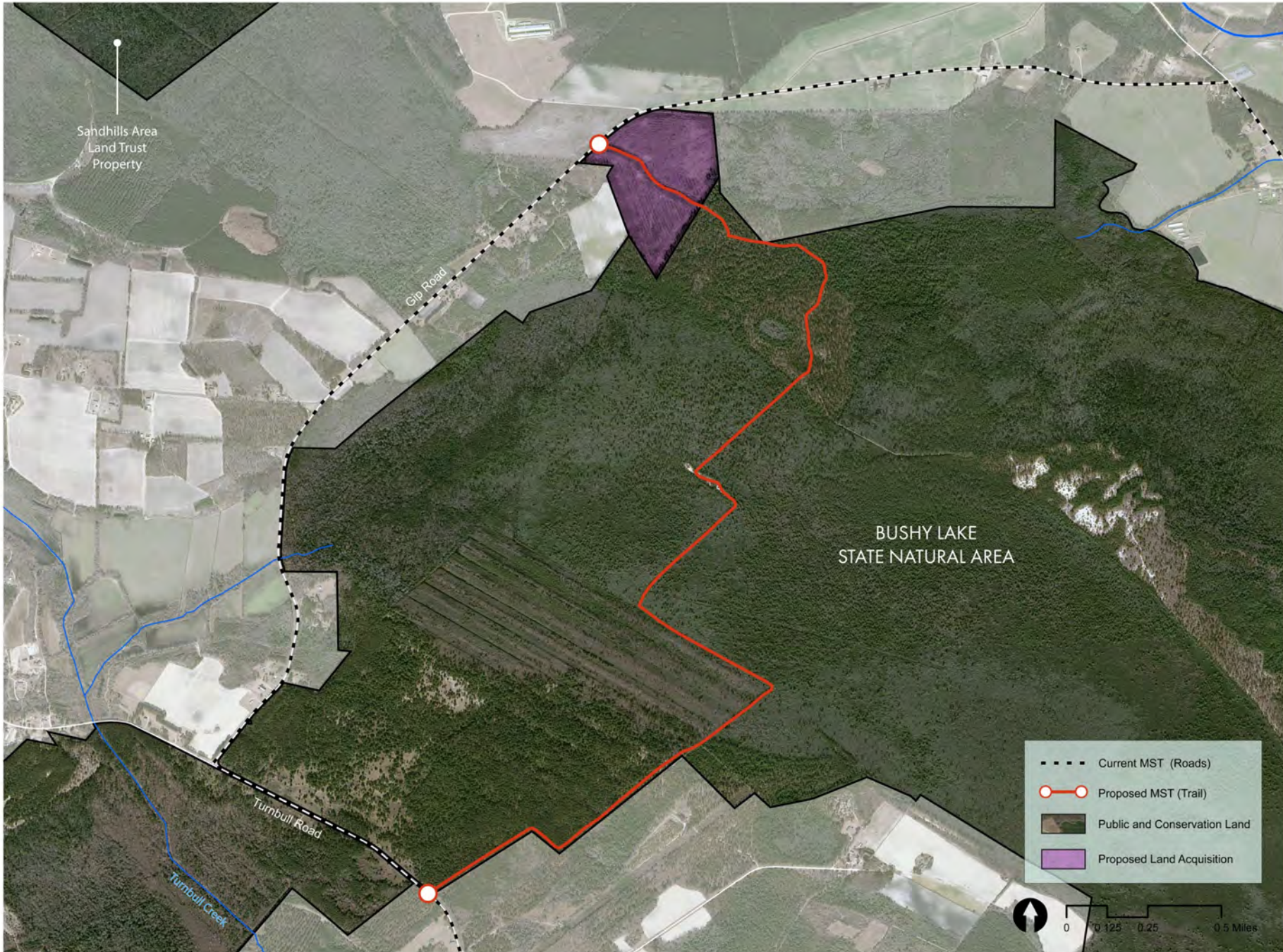


American Black Bear (*Ursus americanus*)

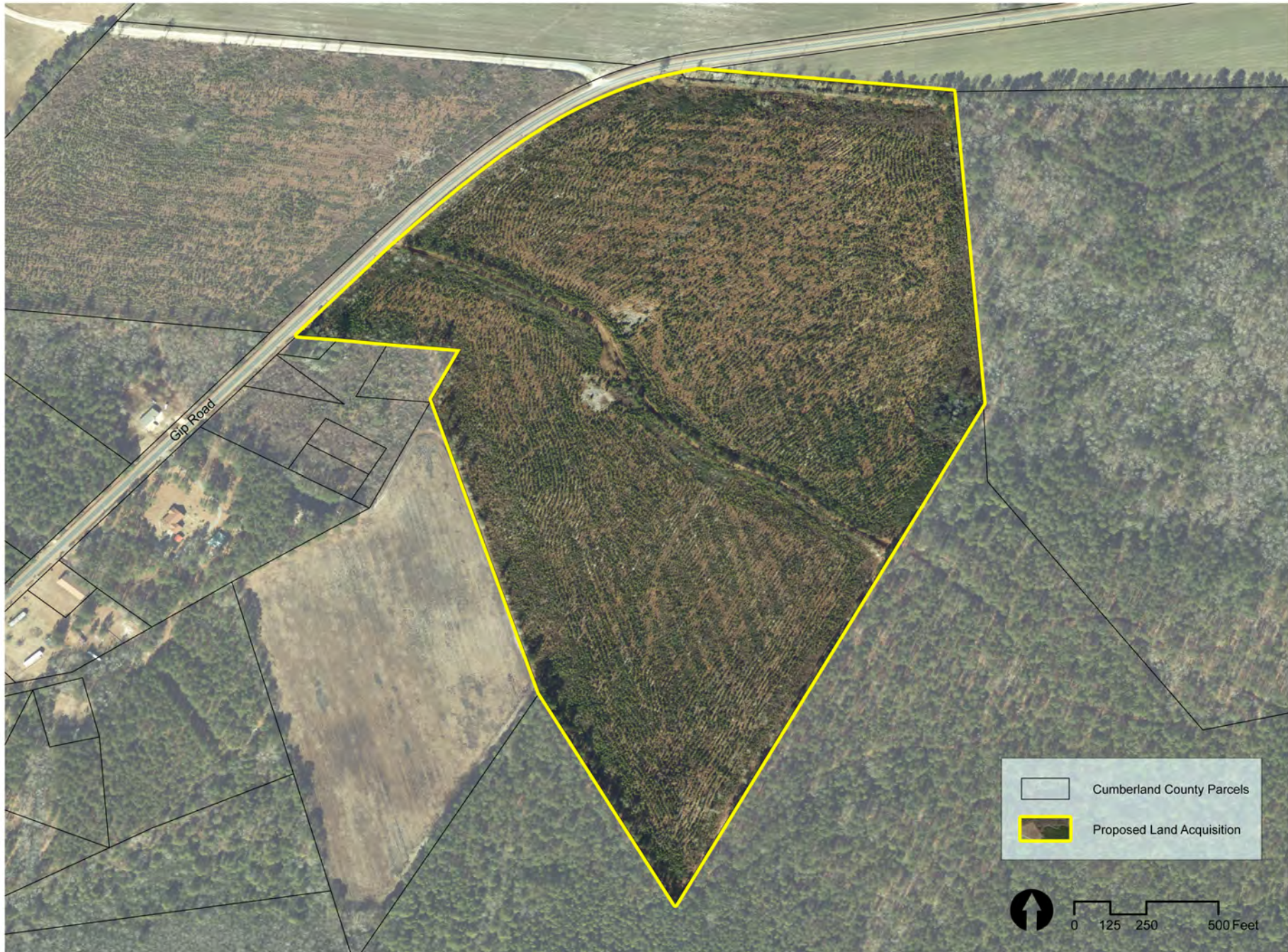


Broadwell Conservation Easement

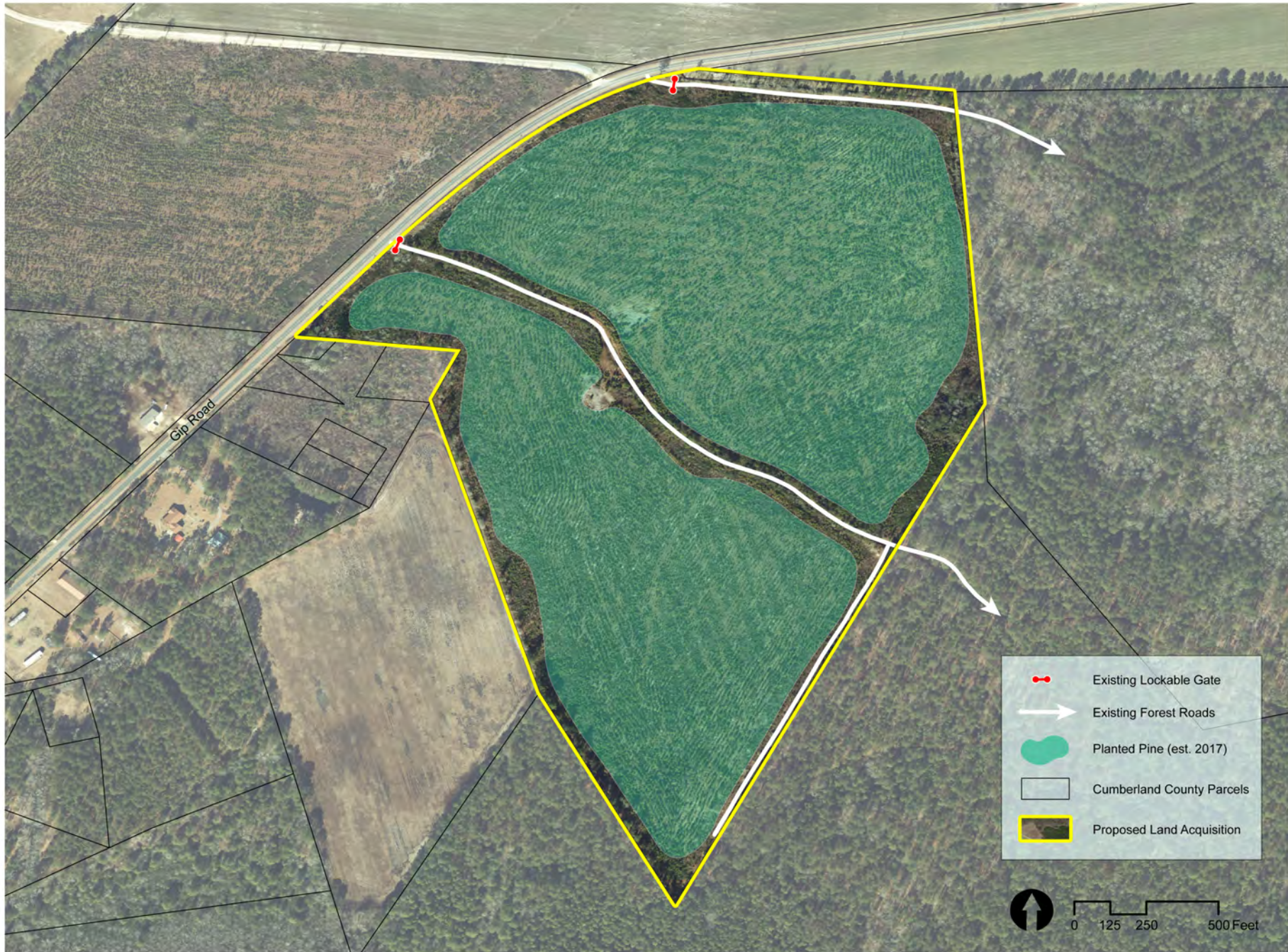
BUSHY LAKE NORTH LAND ACQUISITION - MAP 1A



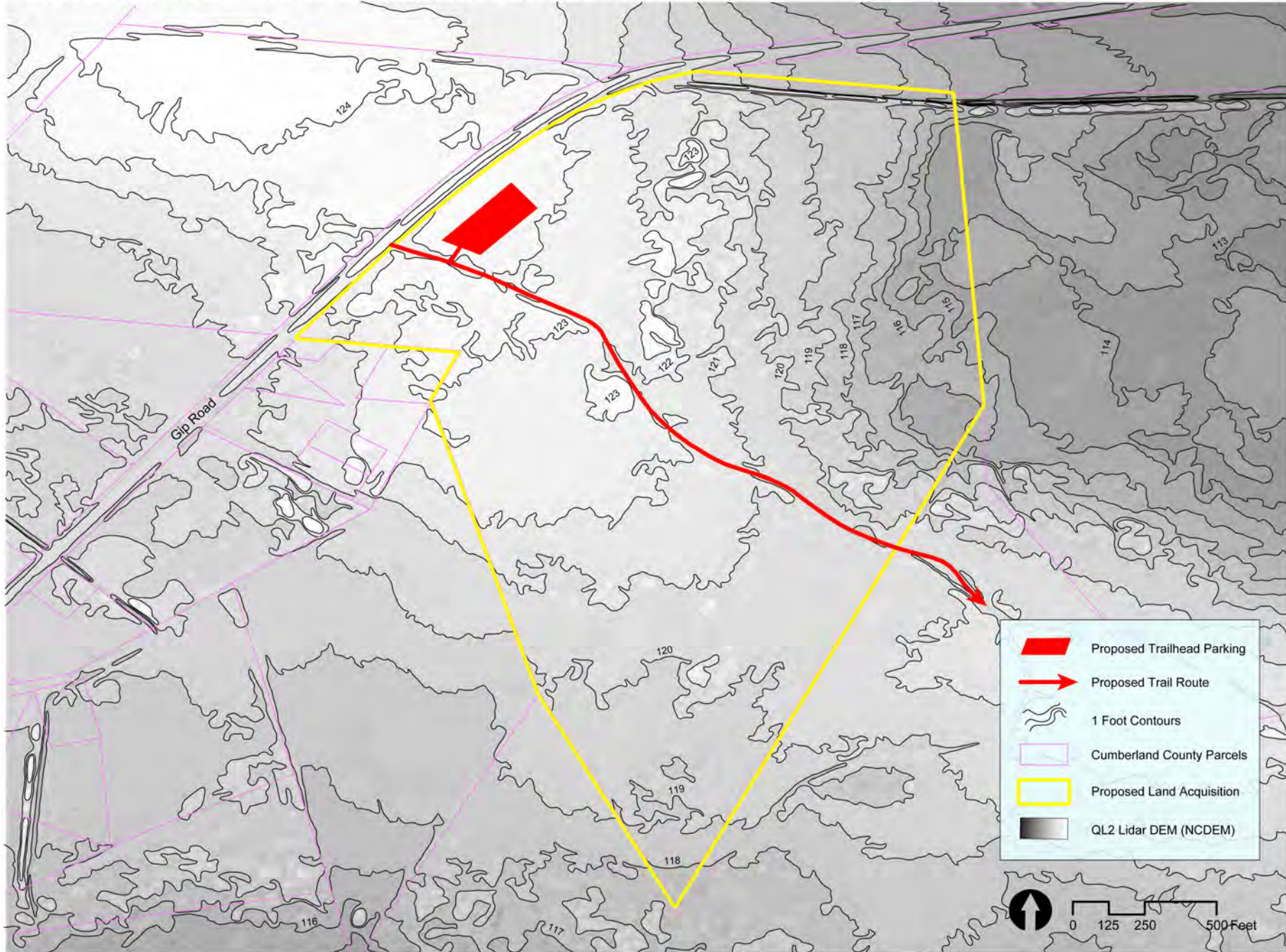
BUSHY LAKE NORTH LAND ACQUISITION - MAP 2A



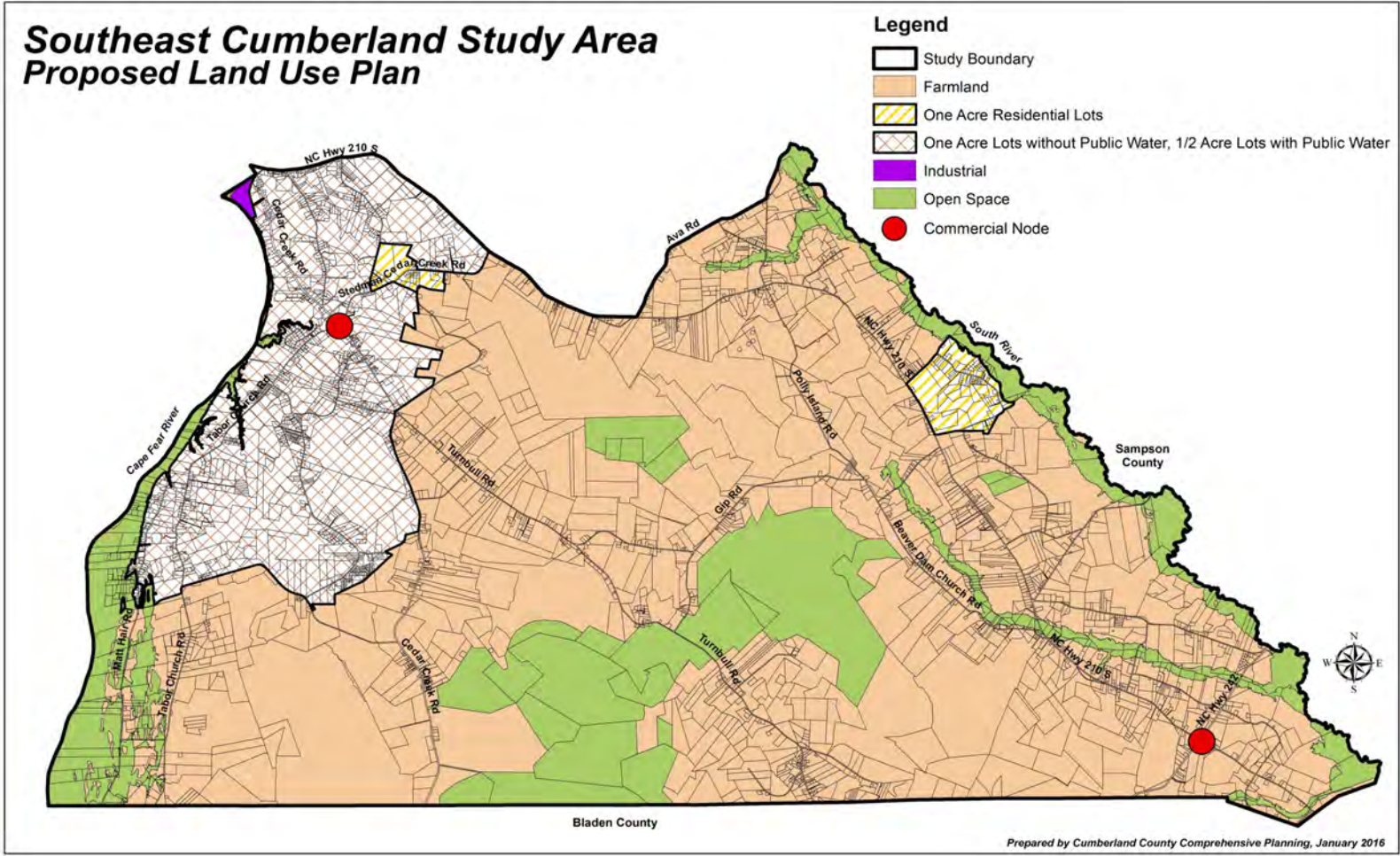
BUSHY LAKE NORTH LAND ACQUISITION - MAP 3A



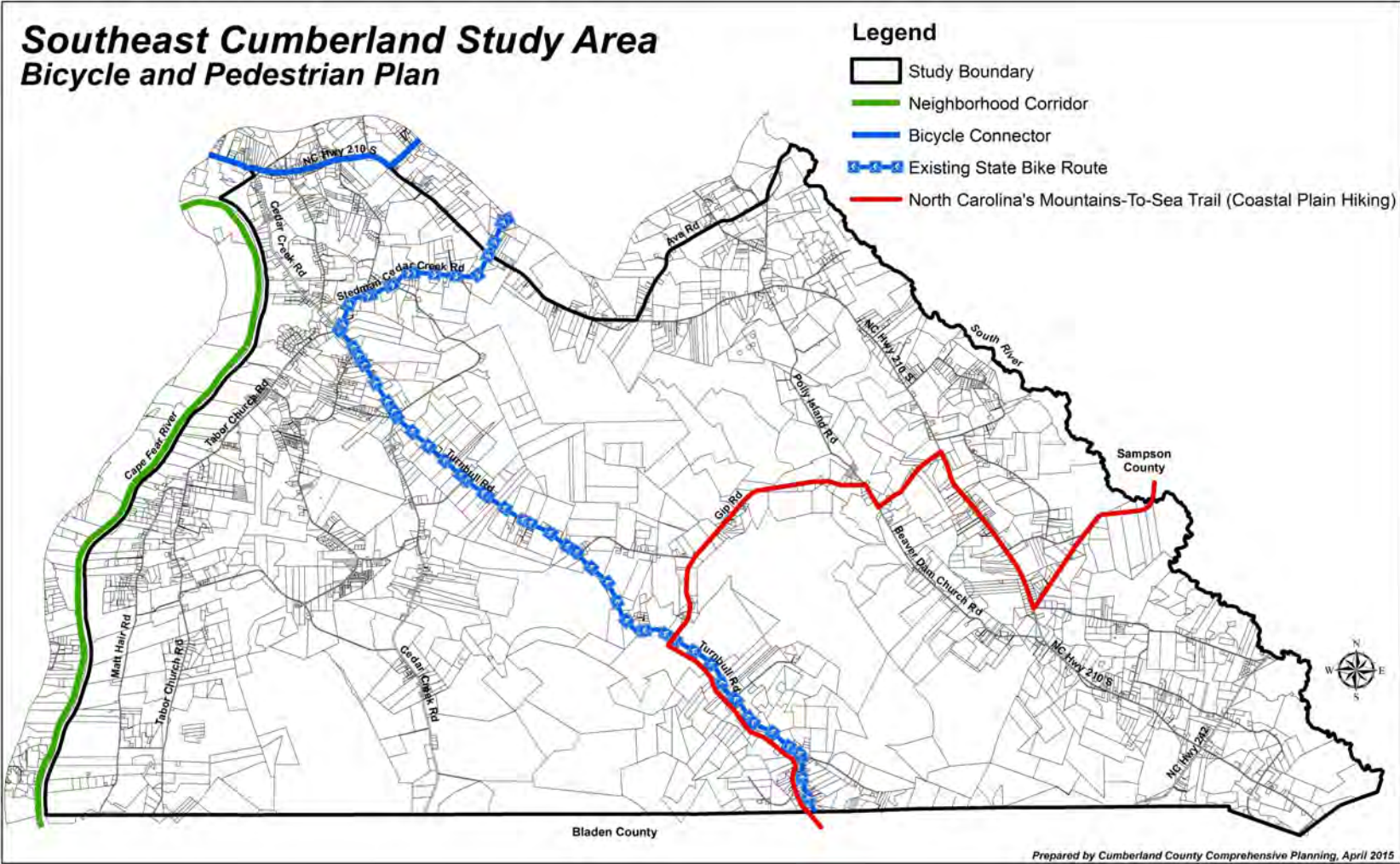
BUSHY LAKE NORTH LAND ACQUISITION - ATTACHMENT 1C



Map 31– Southeast Cumberland Study Area Proposed Land Use Plan



Map 20– Southeast Cumberland Study Area Bicycle and Pedestrian Plan





OFFICE OF THE COUNTY ATTORNEY

**MEMORANDUM FOR THE AGENDA OF THE NOVEMBER 14, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 11/8/2024

SUBJECT: APPROPRIATION OF FUNDS TO CUMBERLAND COUNTY HOSPITAL SYSTEM, INC., TO ESTABLISH A NEW HEALTH PROGRAM AS AUTHORIZED BY G.S. 153A-149(C)(15)

Requested by: BOARD OF COMMISSIONERS

Presenter(s): COUNTY ATTORNEY

BACKGROUND

This matter was discussed in closed session to determine whether the county had authority to establish a scholarship program for county residents who attended the medical school to be established by Methodist University and committed to practicing medicine in the county after being licensed. There was a consensus by the board to provide the funding to Cape Fear Valley Health System to develop and fund a program to accomplish this goal. ARPA funds cannot be used for this program.

RECOMMENDATION / PROPOSED ACTION

Adoption of the attached resolution will appropriate the funding and give the hospital flexibility to develop the program.

ATTACHMENTS:

Description	Type
Resolution for Funding New Health Program	Backup Material

Cumberland County Board of Commissioners
Resolution Funding a New Health Program to Be Established
by Cumberland County Hospital System, Inc.

Whereas, the Cumberland County Board of Commissioners (the “Board”) anticipates Cumberland County Hospital System, Inc., a private nonprofit hospital doing business as Cape Fear Valley Health System, (the “Hospital”) will become associated with Methodist University to teach and train medical students at a new medical school to be established by Methodist University in Cumberland County; and

Whereas, the Board finds that a medical school located within the county creates extraordinary opportunities to attract new physicians to Cumberland County and to increase the numbers of physician specialists practicing within the county; and

Whereas, the Board further finds that the Hospital’s association with Methodist University for the establishment and development of the medical school will enhance the ability of the Hospital to provide quality health care to the citizens of Cumberland County.

Be it resolved, as follows:

- (1) Pursuant to the authority set forth in G.S. 153A-149(c)(15), the Board hereby appropriates One Million Dollars (\$1,000,000) to the Hospital for it to develop and fund a program of financial aid to medical students being taught and receiving training within the Hospital who are residents of Cumberland County and commit to maintaining a medical practice within Cumberland County on such terms and conditions as the Hospital deems appropriate.
- (2) Further, the Hospital shall provide the county an annual report on the use and expenditure of these funds with the Hospital to return all funds to the county which are not used for the purpose stated above.

Adopted November _____, 2024.

Cumberland County Board of Commissioners
By:

Glenn Adams, Chairman

Attest:

Andrea Tebbe, Clerk to the Board



OFFICE OF THE COUNTY ATTORNEY

**MEMORANDUM FOR THE AGENDA OF THE NOVEMBER 14, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: COUNTY ATTORNEY

DATE: 11/8/2024

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

Requested by: COUNTY MANAGER

Presenter(s): COUNTY ATTORNEY

BACKGROUND

The last lease with Cumberland County Communicare, Inc., (“Communicare”) 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. Starting the new lease January 1 gives Communicare half of the current fiscal year at the old lease rate. Management proposes a new lease which complies with the leasing policy for a three-year term commencing January 1, 2025. 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: 3 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: none

G.S. § 160A-272 requires 30 days' public notice of intent be given before the board authorizes this lease at a regular meeting. With this notice requirement, it is necessary to adopt the resolution of intent at the November 14 with the resolution of intent to be advertise November 15, 2024, for the board to approve the lease at the December 16, 2024, meeting. The notice had to be sent to the *Fayetteville Observer* by November 12 to meet that deadline.

RECOMMENDATION / PROPOSED ACTION

To continue the lease of these premises to Communicare, the county attorney recommends the board take direct action at the November 18, 2024, Agenda Session to approve the Resolution of Intent set forth below. If the board determines not to approve the Resolution of Intent, the notice will still be published November 15, 2024, because it cannot be recalled.

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, 2027; 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 three years for the continued administration of social services and juvenile crime prevention services for an annual rental of \$217,410.

Be it hereby resolved that, at its regular meeting to be held December 16, 2024, the board of commissioners intends to authorize the execution of a lease for the described premises to Cumberland County Communicare, Inc., for a three-year term commencing January 1, 2025, for an annual rental of \$217,410 in accordance with the additional terms set forth in the agenda material presented at the meeting this Resolution of Intent is adopted.

The clerk is directed to have notice of this Resolution of Intent published in the *Fayetteville Observer* at least 30 days prior to December 16, 2025, in accordance with G.S. § 160A-272(a1).



PUBLIC INFORMATION OFFICE

**MEMORANDUM FOR THE AGENDA OF THE NOVEMBER 14, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

**FROM: BRIAN HANEY, ASSISTANT COUNTY MANAGER FOR GENERAL
GOVERNMENT & STEWARDSHIP**

DATE: 11/6/2024

SUBJECT: UPDATE TO COMMISSIONER BIO FORMAT ON COUNTY WEBSITE

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): DIANE B. RICE, COMMUNICATIONS DIRECTOR

BACKGROUND

The Board received an update on the format of Commissioner bios on the County Website during the June 13, 2024 Agenda Session. The proposed update included a drop-down menu with specific categories, under which biographical information could be listed. At that time, commissioners were directed by the Chairman to review the new the proposed layout and provide feedback on any desired changes.

Staff will provide an updated format for Board consideration.

RECOMMENDATION / PROPOSED ACTION

Consider the proposed updated format and provide direction to staff.



FINANCE DEPARTMENT

**MEMORANDUM FOR THE AGENDA OF THE NOVEMBER 14, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: ROBIN K. DEAVER, FINANCE DIRECTOR/CFO

DATE: 11/7/2024

SUBJECT: FINANCIAL REPORT

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): N/A

BACKGROUND

The attached financial report shows results of the General Fund for the first quarter of fiscal year 2025. Results of fiscal year 2024 will be added upon completion of the audit. Additional detail has been provided on a separate page explaining percentages.

RECOMMENDATION / PROPOSED ACTION

No action needed. Report provided for information and discussion only.

ATTACHMENTS:

Description	Type
Monthly Financial Report	Backup Material

**County of Cumberland
General Fund Revenues**

REVENUES	FY24-25 ADOPTED BUDGET	FY24-25 REVISED BUDGET	YTD ACTUAL (unaudited) AS OF September 30, 2024	PERCENT OF BUDGET TO DATE	*
Ad Valorem Taxes					
Current Year	\$ 178,485,379	\$ 178,485,379	\$ 7,207,650	4.0%	(1)
Prior Years	840,000	840,000	261,840	31.2%	
Motor Vehicles	27,756,979	27,756,979	4,949,555	17.8%	(2)
Penalties and Interest	710,000	710,000	53,464	7.5%	
Other	1,007,000	1,007,000	233,990	23.2%	
Total Ad Valorem Taxes	<u>208,799,358</u>	<u>208,799,358</u>	<u>12,706,499</u>	<u>6.1%</u>	
Other Taxes					
Sales	64,246,366	64,246,366	-	0.0%	(3)
Real Estate Transfer	2,100,000	2,100,000	486,544	23.2%	
Other	785,000	785,000	87,661	11.2%	
Total Other Taxes	<u>67,131,366</u>	<u>67,131,366</u>	<u>574,205</u>	<u>0.9%</u>	
Unrestricted & Restricted Intergovernmental Revenues	81,303,960	83,446,173	5,522,808	6.6%	(4)
Charges for Services	13,354,447	13,548,426	4,174,592	30.8%	(5)
Other Sources (includes Transfers In)	9,038,150	24,752,339	2,665,631	10.8%	
Lease Land CFVMC	4,765,496	4,765,496	4,457,067	93.5%	
Total Other	<u>13,803,646</u>	<u>29,517,835</u>	<u>7,122,697</u>	<u>24.1%</u>	
Total Revenue	<u>\$ 384,392,777</u>	<u>\$ 402,443,158</u>	<u>\$ 30,100,802</u>	<u>7.5%</u>	
Fund Balance Appropriation	8,435,187	24,432,615	-	0.0%	
Total Funding Sources	<u>\$ 392,827,964</u>	<u>\$ 426,875,773</u>	<u>\$ 30,100,802</u>	<u>7.1%</u>	

County of Cumberland
General Fund Expenditures

DEPARTMENTS	YTD ACTUAL			
	FY24-25 ADOPTED BUDGET	FY24-25 REVISED BUDGET	(unaudited) AS OF September 30, 2024	PERCENT OF BUDGET TO DATE **
Governing Body	\$ 790,262	\$ 790,262	\$ 235,577	29.8%
Administration	2,622,938	2,579,507	387,989	15.0%
Public Information	1,843,311	1,847,766	405,680	22.0%
Human Resources	1,463,246	1,479,546	295,457	20.0%
Court Facilities	148,220	148,220	7,745	5.2% (1)
Facilities Maintenance	1,272,959	1,282,803	213,841	16.7%
Landscaping & Grounds	832,027	832,027	149,085	17.9%
Carpentry	262,911	262,911	60,224	22.9%
Facilities Management	1,707,099	1,732,273	355,542	20.5%
Public Buildings Janitorial	1,344,024	1,344,024	305,638	22.7%
Central Maintenance	4,145,057	5,151,870	482,838	9.4% (2)
Innovation & Technology Services	9,580,078	9,727,070	2,705,136	27.8%
Budget and Performance	644,859	644,859	122,973	19.1%
Board of Elections	1,879,894	1,879,894	297,254	15.8%
Financial Services	1,647,837	1,678,253	264,767	15.8%
Legal	1,374,922	1,374,922	299,739	21.8%
Register of Deeds	2,966,520	3,477,286	537,998	15.5%
Tax	8,107,607	8,125,555	1,814,610	22.3%
General Government Other	(1,234,722)	23,752,547	911,295	3.8% (3)
Sheriff	61,634,132	61,959,065	12,376,192	20.0%
Emergency Services	4,975,820	5,397,105	943,931	17.5%
Adult Drug Treatment Court	223,856	962,689	-	0.0% (4)
DWI Court	158,311	221,840	19,110	8.6% (5)
Justice Services	869,674	869,674	135,364	15.6%
Youth Diversion	42,596	42,596	9,134	21.4%
Veterans Treatment Court	240,532	948,996	-	0.0% (6)

County of Cumberland
General Fund Expenditures

DEPARTMENTS	FY24-25	FY24-25	YTD ACTUAL	PERCENT OF	**
	ADOPTED BUDGET	REVISED BUDGET	(unaudited) AS OF September 30, 2024	BUDGET TO DATE	
Animal Services	4,658,023	4,695,144	984,786	21.0%	
Public Safety Other (Medical Examiners, NC Detention Subsidy)	2,609,740	3,159,740	188,575	6.0%	(7)
Health	34,735,356	35,309,955	7,859,522	22.3%	
Mental Health	5,447,543	5,447,543	23,758	0.4%	(8)
Social Services	80,200,836	80,825,107	13,793,586	17.1%	
Veteran Services	694,166	694,166	141,195	20.3%	
Child Support	6,925,787	6,925,787	1,382,034	20.0%	
Spring Lake Resource Administration	81,806	81,806	14,761	18.0%	
Library	12,441,419	12,975,078	2,588,515	19.9%	
Culture Recreation Other (Some of the Community Funding)	65,569	415,569	-	0.0%	(9)
Planning	3,963,215	3,990,586	785,038	19.7%	
Engineering	736,251	2,481,251	159,182	6.4%	(10)
Cooperative Extension	916,921	916,921	160,719	17.5%	
Location Services	268,347	268,347	57,985	21.6%	
Soil Conservation	739,554	775,046	59,141	7.6%	(11)
Public Utilities	116,565	116,565	25,495	21.9%	
Economic Physical Development Other	20,000	42,493	25,000	58.8%	
Economic Incentive	486,126	486,126	30,126	6.2%	(12)
Water and Sewer	100,000	128,078	-	0.0%	(13)
Education	107,116,937	107,116,937	27,568,284	25.7%	
Other Uses:					
Transfers Out	20,959,833	21,509,968	-	0.0%	(14)
TOTAL	\$ 392,827,964	\$ 426,875,773	\$ 79,184,820	18.5%	

Expenditures by Category	FY24-25	FY24-25	YTD ACTUAL	PERCENT OF
	ADOPTED BUDGET	REVISED BUDGET	(unaudited) AS OF September 30, 2024	BUDGET TO DATE

County of Cumberland
General Fund Expenditures

DEPARTMENTS	FY24-25		YTD ACTUAL	PERCENT OF	**
	ADOPTED BUDGET	REVISED BUDGET	(unaudited) AS OF September 30, 2024	BUDGET TO DATE	
Personnel Expenditures	\$ 189,770,699	\$ 189,897,300	\$ 39,161,148	20.6%	
Operating Expenditures	178,265,031	206,298,908	39,892,756	19.3%	
Capital Outlay	3,832,401	9,169,597	130,916	1.4%	(15)
Transfers To Other Funds	20,959,833	21,509,968	-	0.0%	(14)
TOTAL	\$ 392,827,964	\$ 426,875,773	\$ 79,184,820	18.5%	

COUNTY OF CUMBERLAND

Fiscal Year 2025 - September Year-to-Date Actuals (Report Run Date: October 25, 2024)

Additional Detail

General Fund Revenues

*

- (1) **Current Year Ad Valorem 4.0%** - The bulk of revenues are typically recorded between November - January.
- (2) **Motor Vehicles 17.8%** - YTD Actual reflects 2 months of collections.
- (3) **Sales Tax 0.0%** - Collections for the fiscal year are first recorded in October.
- (4) **Unrestricted/Restricted Intergovernmental 6.6%** - There is typically a one to two month lag in receipt of this funding.
- (5) **Charges for Services 30.8%** - The largest component of charges for services is revenue from the Board of Ed for security at 15% of budget. 27% of that revenue has been billed/collected to date.

General Fund Expenditures

**

- (1) **Court Facilities 5.2%** - Expenditures are for repairs, supplies, and furniture/equipment on an as needed basis and spending has been low so far this fiscal year.
- (2) **Central Maintenance 9.4%** - Approximately \$2.9M are unexpended between the vehicle and fuel object codes.
- (3) **General Government Other 3.8%** - ARP Freed-Up Capacity funds are budgeted and not yet expended.
- (4) **Adult Drug Treatment Court 0.0%** - The coordinator position for the program has not been filled.
- (5) **DWI Court 8.6%** - Travel and training make up a large component of this budget with the majority of the conferences occurring in the spring and summer.
- (6) **Veterans Treatment Court 0.0%** - The coordinator position for the program has not been filled.
- (7) **Public Safety Other 6.0%** - Approximately \$681K budgeted for reimbursements for an interlocal agreement with the City of Fayetteville is unexpended.
- (8) **Mental Health 0.4%** - Approximately \$4.8M is encumbered for an agreement with Alliance Health but not yet expended.
- (9) **Culture Recreation Other 0.0%** - Approximately \$350K is unexpended for an interlocal agreement with the City of Fayetteville.
- (10) **Engineering 6.4%** - Approximately \$943K is encumbered but unexpended for generators.
- (11) **Soil Conservation 7.6%** - Approximately \$477K in USDA Grant funds were budgeted and are unexpended.
- (12) **Economic Incentive 6.2%** - Economic incentives are paid when the company complies.
- (13) **Water and Sewer 0.0%** - The need for spending in this fiscal year has been low.
- (14) **Transfers Out 0.0%** - Transfers are often prepared toward the end of the fiscal year.
- (15) **Capital Outlay 1.4%** - These capital outlay items are typically purchased in the second and third quarters of the fiscal year.



AMERICAN RESCUE PLAN

**MEMORANDUM FOR THE AGENDA OF THE NOVEMBER 14, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: TYE VAUGHT, CHIEF OF STAFF

DATE: 11/6/2024

SUBJECT: ARPA QUARTERLY PROJECT AND EXPENDITURE REPORT AS OF
SEPTEMBER 30, 2024

Requested by: AMERICAN RESCUE PLAN COMMITTEE

Presenter(s): N/A

BACKGROUND

Quarterly project and expenditure reporting of American Rescue Plan Act funding is required for metropolitan cities and counties with a population that exceeds 250,000. Cumberland County's quarterly report of projects and expenditures was submitted for the timeframe of July 1, 2024 through September 30, 2024.

RECOMMENDATION / PROPOSED ACTION

No action needed. For information purposes only.

ATTACHMENTS:

Description	Type
ARPA Quarterly Project and Expenditure Report as of September 30, 2024	Backup Material

SLFRF Compliance Report - SLT-1353 - P&E Report - Q3 2024

Report Period : Quarter 3 2024 (July-September)

Recipient Profile

Recipient Information

Recipient UEI	VAUSC2ZZKJ78
Recipient TIN	566000291
Recipient Legal Entity Name	County Of Cumberland, North Carolina
Recipient Type	Metro City or County
FAIN	
CFDA No./Assistance Listing	
Recipient Address	117 Dick Street
Recipient Address 2	
Recipient Address 3	
Recipient City	Fayetteville
Recipient State/Territory	NC
Recipient Zip5	28301
Recipient Zip+4	
Recipient Reporting Tier	Tier 1. States, U.S. territories, metropolitan cities and counties with a population that exceeds 250,000 residents
Base Year Fiscal Year End Date	6/30/2025
Discrepancies Explanation	
Who approves the budget in your jurisdiction?	Other (Specify)
Is your budget considered executed at the point of obligation?	Yes
Is the Recipient Registered in SAM.Gov?	Yes

Project Overview

Project Name: Public Sector Staff Workforce: Rehiring Public Sector Staff

Project Identification Number	AR302
Project Expenditure Category	3-Public Health-Negative Economic Impact: Public Sector Capacity
Project Expenditure Subcategory	3.2-Public Sector Workforce: Rehiring Public Sector Staff
Status To Completion	Completed 50% or more
Adopted Budget	\$30,404,117.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$30,404,117.00
Total Cumulative Expenditures	\$14,418,564.91
Current Period Obligations	\$15,700,000.00
Current Period Expenditures	\$0.00
Project Description	Salary and benefit cost to restore employment to pre-pandemic levels.
Does this project include a capital expenditure?	No
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Salary and benefit cost to restore employment level to pre-pandemic level.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Calculations followed per final rule section 3.2
Number of FTEs rehired by governments under this authority	100

Project Name: Medical Expense

Project Identification Number	AR106
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.6-Medical Expenses (including Alternative Care Facilities)
Status To Completion	Completed
Adopted Budget	\$961,914.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$961,914.00
Total Cumulative Expenditures	\$961,914.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Cumberland County's self-funded claims costs for COVID19 treatment

Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Cumberland County's self-funded claims costs for COVID19 treatment
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Review of claims data from BCBS.
Does the project prioritize local hires?	Yes
Does the project have a Community Benefit Agreement, with a description of any such agreement?	No

Project Name: COVID19 Testing

Project Identification Number	AR102
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.2-COVID-19 Testing
Status To Completion	Completed
Adopted Budget	\$166,000.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$166,000.00
Total Cumulative Expenditures	\$166,000.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Cumberland County's self-funded claims costs for COVID19 testing
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Reimburse Cumberland County for self-funded claims for COVID19 testing.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Review of claims data from BCBS.

Project Name: COVID19 Vaccinations

Project Identification Number	AR101
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.1-COVID-19 Vaccination
Status To Completion	Completed
Adopted Budget	\$72,086.00

Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$72,086.00
Total Cumulative Expenditures	\$72,086.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Cumberland County's self-funded claims costs for vaccinations.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Reimburse Cumberland County for self-funded claims for vaccinations.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Review of claims data from BCBS.

Project Name: Direct Costs to Administer ARPA Funds

Project Identification Number	AR701
Project Expenditure Category	7-Administrative
Project Expenditure Subcategory	7.1-Administrative Expenses
Status To Completion	Completed less than 50%
Adopted Budget	\$2,093,572.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$2,093,572.00
Total Cumulative Expenditures	\$658,868.37
Current Period Obligations	\$0.00
Current Period Expenditures	\$58,510.22
Project Description	Salary and benefit costs of ARPA program manager, ARPA Finance Accountant, Strategic Project Analyst, supplies and materials, advertising and other operating costs, and transfer to the general fund for interest income earned.

Project Name: Grays Creek Water Project

Project Identification Number	AR515
Project Expenditure Category	5-Infrastructure
Project Expenditure Subcategory	5.15-Drinking water: Other water infrastructure
Status To Completion	Completed less than 50%
Adopted Budget	\$10,000,000.00
Program Income Earned	\$0.00

Program Income Expended	\$0.00
Total Cumulative Obligations	\$8,003,556.25
Total Cumulative Expenditures	\$0.00
Current Period Obligations	\$1,934,556.25
Current Period Expenditures	\$0.00
Project Description	The Grays Creek area of Cumberland County has been tested and confirmed to have above normal/unsafe limits of contaminants within its ground water and wells that provide water to the schools, residences, and businesses in the area. Construction is planned to create a community water system to address the existing public health problems associated with consuming unsafe drinking water provided by the individual well. ARPA funds will assist in partially funding the initial phases of this water project.
Projected/actual construction start date	10/1/2024
Projected/actual initiation of operations date	10/1/2026
Location Type(for broadband, geospatial location data)	Address Range
Location Details	Gray's Creek Township
Public Water System (PWS) ID Number	N/A
National Pollutant Discharge Elimination System (NPDES) Permit Number	N/A
Median Household Income of service area	\$69,600.00
Lowest Quintile Income of the service area	\$37,650.00

Project Name: Shaw Heights Sanitary Sewer System Project

Project Identification Number	AR505
Project Expenditure Category	5-Infrastructure
Project Expenditure Subcategory	5.5-Clean Water: Other sewer infrastructure
Status To Completion	Cancelled
Adopted Budget	\$0.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$0.00
Total Cumulative Expenditures	\$0.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Cumberland County is in the process of exploring the addition of a sanitary sewer system located within the Shaw Heights community, which is located within a Qualified Census Tract (QCT). Failing septic systems has been an issue within this community and in order for the Shaw Heights Affordable Housing ARPA Project (AR215) to be the most successful, the installation and construction of new pipes, pump stations, and force mains for sewer systems is required.

Project Name: Broadband Expansion

Project Identification Number	AR521
Project Expenditure Category	5-Infrastructure
Project Expenditure Subcategory	5.21-Broadband: Other projects
Status To Completion	Completed less than 50%
Adopted Budget	\$3,083,987.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$283,987.00
Total Cumulative Expenditures	\$0.00
Current Period Obligations	\$283,987.00
Current Period Expenditures	\$0.00
Project Description	Cumberland County has partnered with an internet service provider (Connect Holding II LLC) to expand fiber optic internet access into the more remote areas of the County. ARPA funds will provide for a portion of the project cost with the remaining required funds coming from the State of North Carolina and the internet service provider. A state grant has been awarded and the combined funds will provide access to approximately 758 locations. Cumberland County is also participating in the Completing Access to Broadband (CAB) program, which will further expand broadband to underserved communities within the County.
Projected/actual construction start date	12/31/2024
Projected/actual initiation of operations date	12/31/2026

Project Name: Homeless Shelter Property

Project Identification Number	AR216
Project Expenditure Category	2-Negative Economic Impacts
Project Expenditure Subcategory	2.16-Long-Term Housing Security: Services for Unhoused persons
Status To Completion	Cancelled
Adopted Budget	\$0.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$0.00
Total Cumulative Expenditures	\$0.00
Current Period Obligations	
Current Period Expenditures	
	Cumberland County is in the process of exploring potential property/building locations for a homeless shelter to be located within a qualified census tract. A previously issued needs assessment survey indicated the County is lacking in available temporary housing solutions and beds available for

Project Description	the homeless population. Although this item is budgeted utilizing a portion of ARPA funds currently, it is expected that this will be removed from consideration as we now understand with the Final Rule this type of project is not allowed.
Does this project include a capital expenditure?	No
What is the Total expected capital expenditure, including pre-development costs, if applicable	\$250,000.00
Type of capital expenditures, based on the following enumerated uses	Improvements to existing facilities
Please identify the dollar amount of the total project spending that is allocated towards evidence-based interventions	\$0.00
Is a program evaluation of the project being conducted?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Is a program evaluation of the project being conducted?	No
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	0
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	0

Project Name: Phoenix Place Permanent Supportive Housing

Project Identification Number	AR215
Project Expenditure Category	2-Negative Economic Impacts
Project Expenditure Subcategory	2.15-Long-Term Housing Security: Affordable Housing
Status To Completion	Not Started
Adopted Budget	\$2,700,000.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$0.00
Total Cumulative Expenditures	\$0.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Cumberland County is in the planning phase of construction of affordable housing to be located within the Robin's Meadow/Phoenix Place community, which is located within a Qualified Census Tract (QCT).
Does this project include a capital expenditure?	Yes
What is the Total expected capital expenditure, including pre-development costs, if applicable	\$2,700,000.00
Type of capital expenditures, based on the following enumerated uses	Affordable housing, supportive housing, or recovery housing
	Due to lack of affordable housing in the community, the

Capital Expenditure Justification	project will develop additional housing units to support the needs of low to moderate income households.
Does the project prioritize local hires?	Yes
Does the project have a Community Benefit Agreement, with a description of any such agreement?	No

Project Name: First Time Home Buyers Program

Project Identification Number	AR218
Project Expenditure Category	2-Negative Economic Impacts
Project Expenditure Subcategory	2.18-Housing Support: Other Housing Assistance
Status To Completion	Cancelled
Adopted Budget	\$0.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$0.00
Total Cumulative Expenditures	\$0.00
Current Period Obligations	
Current Period Expenditures	
Project Description	Cumberland County plans to issue a request for applications, with a focus on first-time home buyers of low to moderate income and/or those who have had an adverse economic impact as a result of COVID-19, and/or residents of a Qualified Census Tract (QCT). Eligible applicants may receive financial assistance in the household per person amounts that do not exceed the payment totals provided by the federal government within the COVID-19 Stimulus & Relief packages.
Does this project include a capital expenditure?	No
Please identify the dollar amount of the total project spending that is allocated towards evidence-based interventions	\$0.00
Is a program evaluation of the project being conducted?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Is a program evaluation of the project being conducted?	No
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	ARP project cancelled.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	ARP project cancelled.

Project Name: Rental Assistance

Project Identification Number	AR202
Project Expenditure Category	2-Negative Economic Impacts

Project Expenditure Subcategory	2.2-Household Assistance: Rent, Mortgage, and Utility Aid
Status To Completion	Completed
Adopted Budget	\$500,000.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$500,000.00
Total Cumulative Expenditures	\$500,000.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Cumberland County plans to issue a request for applications tailored to those who had an existing rental lease and utilities, who were negatively affected by the pandemic, and who have been thus rendered unable to maintain their current rental lease and utility payments. Eligibility will be limited to providing rental and utility assistance to those who reside in a QCT, and/or those who qualify as low to moderate income households, without duplicating similar assistance that has already been provided to these households.
Does this project include a capital expenditure?	No
Please identify the dollar amount of the total project spending that is allocated towards evidence-based interventions	\$0.00
Is a program evaluation of the project being conducted?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	2 Imp Low or moderate income HHs or populations
Is a program evaluation of the project being conducted?	No
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Rental assistance to landlords and tenants who have defaulted in payment of rent in Cumberland County.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Rental assistance was provided to individuals who faced financial hardship due to COVID19.
Number of households served (by program if recipient establishes multiple separate household assistance programs)	146

Project Name: Board Meeting Room Update

Project Identification Number	AR104
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.4-Prevention in Congregate Settings (Nursing Homes, Prisons/Jails, Dense Work Sites, Schools, Child care facilities, etc.)
Status To Completion	Cancelled
Adopted Budget	\$0.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00

Total Cumulative Obligations	\$0.00
Total Cumulative Expenditures	\$0.00
Current Period Obligations	
Current Period Expenditures	
Project Description	Board of Commissioner meetings are required to be open to the public. Sufficient space is not available in the current congregate meeting room to allow for social distancing between commissioners or in the employee/public seating area. Funds will be utilized to enhance airflow, provide commissioner and employee/public seating sufficient enough to provide for social distancing in a different meeting room that will allow for safety in this congregate setting.
Does this project include a capital expenditure?	Yes
What is the Total expected capital expenditure, including pre-development costs, if applicable	\$3,000,000.00
Type of capital expenditures, based on the following enumerated uses	Improvements to existing facilities
Please identify the dollar amount of the total project spending that is allocated towards evidence-based interventions	\$0.00
Is a program evaluation of the project being conducted?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Is a program evaluation of the project being conducted?	No
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	To provide social distancing within a congregate space.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	General aim/requirement to make local government public meetings accessible to the general public.

Project Name: CCOVID Assistance to Nonprofits

Project Identification Number	AR109
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.9-COVID-19 Assistance to Non-Profits
Status To Completion	Cancelled
Adopted Budget	\$0.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$0.00
Total Cumulative Expenditures	\$0.00
Current Period Obligations	
Current Period Expenditures	
	Cumberland County has issued a formal request for proposals seeking the assistance of nonprofit entities to recommend ideas on how to best provide county citizens in

Project Description	need with supports/services to aid in COVID-19 recovery efforts. The highest ranked proposals will be considered for a subaward or contractual agreement. A sub-committee was established and is in the process of reviewing responses. It is anticipated that award recommendations will be made during August 2022.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	ARP project cancelled.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	ARP project cancelled.
Number of Non-Profits served (by program if recipient establishes multiple separate non-profit assistance programs)	0

Project Name: Provision of Government Services

Project Identification Number	AR610
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	\$10,000,000.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$10,000,000.00
Total Cumulative Expenditures	\$10,000,000.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	The funds were utilized to cover staffing/payroll costs of the Sheriff's Office and Detention Center. The funds will cover salaries and corresponding fringe benefit expenses for those employees beginning in April 2022 until available funds are exhausted. Covered salaries are based on Cumberland County's current pay schedule and the fringe benefits are based on the Board of Commissioner adopted benefits ordinance.

Project Name: COVID19 Small Business Assistance

Project Identification Number	AR108
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.8-COVID-19 Assistance to Small Businesses
Status To Completion	Completed 50% or more
Adopted Budget	\$2,387,014.00
Program Income Earned	\$0.00

Program Income Expended	\$0.00
Total Cumulative Obligations	\$2,387,014.00
Total Cumulative Expenditures	\$2,103,583.63
Current Period Obligations	\$0.00
Current Period Expenditures	\$137,377.19
Project Description	Cumberland County has issued a request for applications, focused on for-profit small businesses located within the County. Eligible small businesses have an opportunity to receive a one-time amount up to \$50,000 to aid in COVID-19 recovery efforts. Higher priority is being given to eligible small businesses who employ one or more individuals of low to moderate income and/or whose business is located within a qualified census tract.
Does this project include a capital expenditure?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Secondary Impacted and/or Disproportionately Impacted populations	2 Imp Low or moderate income HHs or populations
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Cumberland County issued requests for applications, focused on for-profit small businesses located within the County. Eligible small businesses had the opportunity to receive a one-time amount up to \$50,000 to aid in COVID-19 recovery efforts. Higher priority is being given to eligible small businesses who employ one or more individuals of low to moderate income.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Applicants certified they had lost revenue. Application process addresses the hiring or keeping low to moderate income workers and reimbursement to cover that cost.
Number of small businesses served (by program if recipient establishes multiple separate small businesses assistance programs)	72

Project Name: FSU Assistance to Small Businesses

Project Identification Number	AR230
Project Expenditure Category	2-Negative Economic Impacts
Project Expenditure Subcategory	2.30-Technical Assistance, Counseling, or Business Planning
Status To Completion	Cancelled
Adopted Budget	\$0.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$0.00
Total Cumulative Expenditures	\$0.00
Current Period Obligations	
Current Period Expenditures	
	A subrecipient agreement is planned with Fayetteville State

Project Description	University (FSU). The funds will be used to support the Innovation and Entrepreneurship Hub, which seeks to increase access to technical assistance, counseling services to help local business meet their business planning needs. The hub will provide advisory services, education, entrepreneurial summits, and expositions to local businesses.
Does this project include a capital expenditure?	No
Please identify the dollar amount of the total project spending that is allocated towards evidence-based interventions	\$0.00
Is a program evaluation of the project being conducted?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Is a program evaluation of the project being conducted?	No
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	ARP project cancelled.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	ARP project cancelled.
Number of small businesses served (by program if recipient establishes multiple separate small businesses assistance programs)	0

Project Name: Community Paramedics Program

Project Identification Number	AR112
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.12-Mental Health Services
Status To Completion	Cancelled
Adopted Budget	\$0.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$0.00
Total Cumulative Expenditures	\$0.00
Current Period Obligations	
Current Period Expenditures	
Project Description	A subrecipient agreement is planned with Cape Fear Valley Health center who will provide a Community Paramedic Community Response Program. Cumberland County EMS Community Paramedics are uniquely suited to respond in the 911 environment to crisis mental health and substance abuse/overdose calls within the geopolitical boundaries of Cumberland County. The team will work alongside Licensed Clinical Social Workers (LCSW) that are healthcare practitioners trained in mental health, substance abuse counseling, and patient management.
Does this project include a capital expenditure?	No

Please identify the dollar amount of the total project spending that is allocated towards evidence-based interventions	\$0.00
Is a program evaluation of the project being conducted?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Is a program evaluation of the project being conducted?	No
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	Project cancelled.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	Project cancelled.

Project Name: Trade Job Training Program

Project Identification Number	AR210
Project Expenditure Category	2-Negative Economic Impacts
Project Expenditure Subcategory	2.10-Assistance to Unemployed or Underemployed Workers (e.g. job training, subsidized employment, employment supports or incentives)
Status To Completion	Completed less than 50%
Adopted Budget	\$2,500,000.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$2,000,000.00
Total Cumulative Expenditures	\$684,547.22
Current Period Obligations	\$0.00
Current Period Expenditures	\$83,760.07
Project Description	A subrecipient agreement is planned with FTCC. The funds will be used to support the "Hope, Opportunity, Prosperity through Education" or HOPE Program, which seeks to increase the social and economic mobility of participants through accelerated training connected to high-demand employment opportunities in various trades through on-the-job training with local businesses.
Does this project include a capital expenditure?	No
Please identify the dollar amount of the total project spending that is allocated towards evidence-based interventions	\$1,800,072.00
Is a program evaluation of the project being conducted?	Yes
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	2 Imp Low or moderate income HHs or populations
Is a program evaluation of the project being conducted?	Yes
Brief description of structure and objectives of assistance	The goal of the H.O.P.E Initiative is to increase social and emotional mobility of disproportionately impacted populations through workforce training programs that lead to high-quality post-secondary credentials or degrees aligned

program(s), including public health or negative economic impact experienced	with in-demand employment opportunities that provide living wage employment opportunities. The program will focus primarily on preparing participants for careers in the skilled trades. Also includes the Cumberland County Ignite (Internship) Program.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	The skilled trades shortage began before the pandemic, but COVID-19 exacerbated the problem. According to the US Bureau of Labor Statistics, nearly 9 million skilled labor jobs were lost during the pandemic and only about half been filled.

Project Name: Opioid Education Program

Project Identification Number	AR113
Project Expenditure Category	1-Public Health
Project Expenditure Subcategory	1.13-Substance Use Services
Status To Completion	Not Started
Adopted Budget	\$300,000.00
Program Income Earned	\$0.00
Program Income Expended	\$0.00
Total Cumulative Obligations	\$0.00
Total Cumulative Expenditures	\$0.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Opioid Education Program for the K-12 Cumberland County School District.
Does this project include a capital expenditure?	No
Please identify the dollar amount of the total project spending that is allocated towards evidence-based interventions	\$0.00
Is a program evaluation of the project being conducted?	No
What Impacted and/or Disproportionally Impacted population does this project primarily serve?	1 Imp General Public
Is a program evaluation of the project being conducted?	No
Brief description of structure and objectives of assistance program(s), including public health or negative economic impact experienced	ARP project cancelled.
Brief description of recipient's approach to ensuring that response is reasonable and proportional to a public health or negative economic impact of Covid-19	ARP project cancelled.

Subrecipients

Subrecipient Name: Connect Holding II LLC

TIN	
Unique Entity Identifier	JWYXBY1U3ML3
POC Email Address	
Address Line 1	PO Box 1330
Address Line 2	
Address Line 3	
City	Fayetteville
State	NC
Zip	28302
Zip+4	1330
Entity Type	Contractor
Is the Recipient Registered in SAM.Gov?	Yes

Subrecipient Name: County of Cumberland

TIN	566000291
Unique Entity Identifier	vausc2zzkj78
POC Email Address	
Address Line 1	117 Dick Street
Address Line 2	
Address Line 3	
City	Fayetteville
State	NC
Zip	28302
Zip+4	
Entity Type	Subrecipient
Is the Recipient Registered in SAM.Gov?	Yes

Subrecipient Name: Fayetteville Technical Community College

TIN	
Unique Entity Identifier	hu25muvye8m4
POC Email Address	
Address Line 1	PO BOX 35236
Address Line 2	
Address Line 3	
City	Fayetteville

State	NC
Zip	28303
Zip+4	
Entity Type	Subrecipient
Is the Recipient Registered in SAM.Gov?	Yes

Subawards

Subaward No: AR101

Subaward Type	Direct Payment
Subaward Obligation	\$72,086.00
Subaward Date	3/3/2021
Place of Performance Address 1	117 Dick Street
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	FAYETTEVILLE
Place of Performance State	NC
Place of Performance Zip	28306
Place of Performance Zip+4	
Description	Reimbursement to Cumberland County for self funded claims for vaccinations.
Subrecipient	County of Cumberland
Period of Performance Start	3/3/2021
Period of Performance End	11/5/2022

Subaward No: AR102

Subaward Type	Direct Payment
Subaward Obligation	\$166,000.00
Subaward Date	3/1/2022
Place of Performance Address 1	117 Dick Street
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Fayetteville
Place of Performance State	NC
Place of Performance Zip	28302
Place of Performance Zip+4	
Description	Cumberland County's self-funded claims costs for COVID19 testing
Subrecipient	County of Cumberland
Period of Performance Start	11/5/2022
Period of Performance End	11/5/2022

Subaward No: AR106

Subaward Type	Direct Payment
Subaward Obligation	\$961,914.00

Subaward Date	3/3/2021
Place of Performance Address 1	117 Dick Street
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Fayetteville
Place of Performance State	NC
Place of Performance Zip	28302
Place of Performance Zip+4	
Description	Cumberland County's self-funded claims costs for COVID19 treatment
Subrecipient	County of Cumberland
Period of Performance Start	3/3/2021
Period of Performance End	11/5/2022

Subaward No: AR302

Subaward Type	Direct Payment
Subaward Obligation	\$30,404,117.00
Subaward Date	3/3/2021
Place of Performance Address 1	117 Dick St
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Fayetteville
Place of Performance State	NC
Place of Performance Zip	28301
Place of Performance Zip+4	
Description	Salary and benefit cost to restore employment to pre-pandemic levels.
Subrecipient	County of Cumberland
Period of Performance Start	12/31/2026
Period of Performance End	12/31/2026

Subaward No: AR521

Subaward Type	Contract: Purchase Order
Subaward Obligation	\$283,987.00
Subaward Date	5/3/2023
Place of Performance Address 1	PO Box 1330
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Fayetteville
Place of Performance State	NC

Place of Performance Zip	28302
Place of Performance Zip+4	
Description	GREAT grant through NCDIT to extend broadband to underserved communities.
Subrecipient	Connect Holding II LLC
Period of Performance Start	7/1/2024
Period of Performance End	12/31/2026

Subward No: DIRECT ADMIN

Subaward Type	Direct Payment
Subaward Obligation	\$2,093,572.00
Subaward Date	1/24/2022
Place of Performance Address 1	117 Dick Street
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Fayetteville
Place of Performance State	NC
Place of Performance Zip	28302
Place of Performance Zip+4	
Description	Cumberland County's Direct Admin - Per the final rule, up to 10% of allocated funds can be used for direct admin. This period includes costs for salary and benefit costs of ARPA program manager, supplies and materials, advertising and other operating costs.
Subrecipient	County of Cumberland
Period of Performance Start	1/24/2022
Period of Performance End	12/31/2026

Subward No: AR210

Subaward Type	Contract: Purchase Order
Subaward Obligation	\$2,000,000.00
Subaward Date	2/20/2023
Place of Performance Address 1	PO Box 35236
Place of Performance Address 2	
Place of Performance Address 3	
Place of Performance City	Fayetteville
Place of Performance State	NC
Place of Performance Zip	28303
Place of Performance Zip+4	
	The goal of the H.O.P.E. initiative is to increase social and economic mobility of disproportionately impacted populations through workforce training programs that lead to

Description	high-quality post-secondary credentials or degrees aligned with in-demand employment opportunities that provide living wage employment opportunities. The program will focus on preparing participants for careers in the skilled trades.
Subrecipient	Fayetteville Technical Community College
Period of Performance Start	2/20/2023
Period of Performance End	3/31/2025

Expenditures

Expenditures for Awards more than \$50,000

Expenditure: EN-00841642

Project Name	COVID19 Vaccinations
Subaward ID	SUB-0545367
Subaward No	AR101
Subaward Amount	\$72,086.00
Subaward Type	Direct Payment
Subrecipient Name	County of Cumberland
Expenditure Start	3/3/2021
Expenditure End	11/5/2022
Expenditure Amount	\$72,086.00

Expenditure: EN-00847916

Project Name	COVID19 Testing
Subaward ID	SUB-0548146
Subaward No	AR102
Subaward Amount	\$166,000.00
Subaward Type	Direct Payment
Subrecipient Name	County of Cumberland
Expenditure Start	3/3/2022
Expenditure End	11/5/2022
Expenditure Amount	\$166,000.00

Expenditure: EN-00848397

Project Name	Medical Expense
Subaward ID	SUB-0548299
Subaward No	AR106
Subaward Amount	\$961,914.00
Subaward Type	Direct Payment
Subrecipient Name	County of Cumberland
Expenditure Start	3/3/2021
Expenditure End	11/5/2022
Expenditure Amount	\$961,914.00

Expenditure: EN-01358210

Project Name	Public Sector Staff Workforce: Rehiring Public Sector Staff
Subaward ID	SUB-0664312
Subaward No	AR302
Subaward Amount	\$30,404,117.00
Subaward Type	Direct Payment
Subrecipient Name	County of Cumberland
Expenditure Start	3/3/2021
Expenditure End	12/31/2026
Expenditure Amount	\$14,435,245.00

Expenditure: EN-02007346

Project Name	Public Sector Staff Workforce: Rehiring Public Sector Staff
Subaward ID	SUB-0664312
Subaward No	AR302
Subaward Amount	\$30,404,117.00
Subaward Type	Direct Payment
Subrecipient Name	County of Cumberland
Expenditure Start	1/1/2024
Expenditure End	3/31/2024
Expenditure Amount	\$268,872.00

Expenditure: EN-02261652

Project Name	Public Sector Staff Workforce: Rehiring Public Sector Staff
Subaward ID	SUB-0664312
Subaward No	AR302
Subaward Amount	\$30,404,117.00
Subaward Type	Direct Payment
Subrecipient Name	County of Cumberland
Expenditure Start	7/1/2024
Expenditure End	9/30/2024
Expenditure Amount	(\$285,552.09)

Expenditure: EN-02007770

Project Name	Direct Costs to Administer ARPA Funds
Subaward ID	SUB-0335972

Subaward No	DIRECT ADMIN
Subaward Amount	\$2,093,572.00
Subaward Type	Direct Payment
Subrecipient Name	County of Cumberland
Expenditure Start	1/1/2024
Expenditure End	3/31/2024
Expenditure Amount	\$144,794.30

Expenditure: EN-00434338

Project Name	Direct Costs to Administer ARPA Funds
Subaward ID	SUB-0335972
Subaward No	DIRECT ADMIN
Subaward Amount	\$2,093,572.00
Subaward Type	Direct Payment
Subrecipient Name	County of Cumberland
Expenditure Start	1/24/2022
Expenditure End	6/30/2022
Expenditure Amount	\$0.00

Expenditure: EN-01676436

Project Name	Trade Job Training Program
Subaward ID	SUB-0758191
Subaward No	AR210
Subaward Amount	\$2,000,000.00
Subaward Type	Contract: Purchase Order
Subrecipient Name	Fayetteville Technical Community College
Expenditure Start	2/20/2023
Expenditure End	6/30/2023
Expenditure Amount	\$131,612.92

Expenditure: EN-02007782

Project Name	Trade Job Training Program
Subaward ID	SUB-0758191
Subaward No	AR210
Subaward Amount	\$2,000,000.00
Subaward Type	Contract: Purchase Order
Subrecipient Name	Fayetteville Technical Community College

Expenditure Start	1/1/2024
Expenditure End	3/31/2024
Expenditure Amount	\$103,367.39

Expenditure: EN-02148580

Project Name	Trade Job Training Program
Subaward ID	SUB-0758191
Subaward No	AR210
Subaward Amount	\$2,000,000.00
Subaward Type	Contract: Purchase Order
Subrecipient Name	Fayetteville Technical Community College
Expenditure Start	4/1/2024
Expenditure End	6/30/2024
Expenditure Amount	\$365,806.84

Expenditure: EN-02264198

Project Name	Trade Job Training Program
Subaward ID	SUB-0758191
Subaward No	AR210
Subaward Amount	\$2,000,000.00
Subaward Type	Contract: Purchase Order
Subrecipient Name	Fayetteville Technical Community College
Expenditure Start	7/1/2024
Expenditure End	9/30/2024
Expenditure Amount	\$83,760.07

Aggregate Expenditures for Awards less than \$50,000

Expenditure: EN-01248006

Project Name	COVID19 Small Business Assistance
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$1,054,907.87
Total Period Obligation Amount	\$2,387,014.00

Expenditure: EN-02007360

Project Name	COVID19 Small Business Assistance
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$372,394.81
Total Period Obligation Amount	\$0.00

Expenditure: EN-02148536

Project Name	COVID19 Small Business Assistance
Subaward Type (Aggregates)	Aggregate of Contracts Awarded
Total Period Expenditure Amount	\$538,903.76
Total Period Obligation Amount	\$0.00

Expenditure: EN-02261667

Project Name	COVID19 Small Business Assistance
Subaward Type (Aggregates)	Aggregate of Contracts Awarded
Total Period Expenditure Amount	\$137,377.19
Total Period Obligation Amount	\$0.00

Expenditure: EN-00662324

Project Name	COVID19 Small Business Assistance
Subaward Type (Aggregates)	Aggregate of Contracts Awarded
Total Period Expenditure Amount	\$0.00
Total Period Obligation Amount	\$0.00

Expenditure: EN-01247701

Project Name	Rental Assistance
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$0.00
Total Period Obligation Amount	\$19,324.52

Expenditure: EN-02148749

Project Name	Grays Creek Water Project
Subaward Type (Aggregates)	Aggregate of Contracts Awarded
Total Period Expenditure Amount	\$0.00
Total Period Obligation Amount	\$6,069,000.00

Expenditure: EN-02263888

Project Name	Grays Creek Water Project
Subaward Type (Aggregates)	Aggregate of Contracts Awarded
Total Period Expenditure Amount	\$0.00
Total Period Obligation Amount	\$1,934,556.25

Expenditure: EN-02148726

Project Name	Direct Costs to Administer ARPA Funds

Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$106,583.05
Total Period Obligation Amount	\$0.00

Expenditure: EN-02264187

Project Name	Direct Costs to Administer ARPA Funds
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$58,510.22
Total Period Obligation Amount	\$0.00

Expenditure: EN-00305141

Project Name	Direct Costs to Administer ARPA Funds
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$0.00
Total Period Obligation Amount	\$0.00

Expenditure: EN-00435006

Project Name	Direct Costs to Administer ARPA Funds
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$348,980.80
Total Period Obligation Amount	\$0.00

Expenditure: EN-02182432

Project Name	Trade Job Training Program
Subaward Type (Aggregates)	Aggregate of Direct Payments
Total Period Expenditure Amount	\$0.00
Total Period Obligation Amount	\$0.00

Payments To Individuals

Expenditure: EN-01247708

Project Name	Rental Assistance
Total Period Expenditure Amount	\$480,675.48
Total Period Obligation Amount	\$480,675.48

Expenditure: EN-02148795

Project Name	Rental Assistance
Total Period Expenditure Amount	\$19,324.52
Total Period Obligation Amount	\$0.00

Report

Revenue Replacement

Is your jurisdiction electing to use the standard allowance of up to \$10 million, not to exceed your total award allocation, for identifying revenue loss?	Yes
Revenue Loss Due to Covid-19 Public Health Emergency	\$10,000,000.00
Were Fiscal Recovery Funds used to make a deposit into a pension fund?	No
Please provide an explanation of how revenue replacement funds were allocated to government services	The funds have been utilized to cover staffing/payroll costs of the Sheriff's Office and Detention Center. The funds covered salaries and corresponding fringe benefit expenses for those employees beginning in April 2022 until available funds are exhausted. Covered salaries are based on Cumberland County's current pay schedule and the fringe benefits are based on the Board of Commissioner adopted benefits ordinance.

Overview

Total Obligations	\$56,872,246.25
Total Expenditures	\$29,565,564.13
Total Adopted Budget	\$65,168,690.00
Total Number of Projects	20
Total Number of Subawards	7
Total Number of Expenditures	27

Have you expended \$750,000 or more in federal award funds during your most recently completed fiscal year?	Yes
Have you submitted a single audit or program specific audit report to the Federal Audit Clearinghouse (FAC)?	Yes

Certification

Authorized Representative Name	Tye Vaught
Authorized Representative Telephone	(910) 678-7776
Authorized Representative Title	ARP Program Manager
Authorized Representative Email	tvaught@cumberlandcountync.gov
Submission Date	10/11/2024 4:21 PM



RISK MANAGEMENT

**MEMORANDUM FOR THE AGENDA OF THE NOVEMBER 14, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: JULIE A. CRAWFORD, BENEFITS CONSULTANT

DATE: 10/25/2024

SUBJECT: HEALTH INSURANCE UPDATE

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): N/A

BACKGROUND

As of July 1, 2019, retirees who are 65 and older became covered by a County funded fully insured plan through AmWINS. All other covered members remained insured by the County's self-funded plan through BCBS. The information provided below and within the graphs has been updated to include the monthly premium amount paid to fund the fully insured plan and the actual monthly claims amounts for all other covered members. Combining these amounts for FY20 and beyond is necessary to ensure a complete picture when comparing the claims results to prior years.

Total health insurance claims plus the fully insured premium amount for FY25 are down 15.76% for the month of September as compared to the same month in FY24. To provide some perspective, below is the three-month average for the past five fiscal years. This average represents the average monthly year-to-date claims for each fiscal year and includes the fully insured premium for fiscal years 22, 23, 24 and 25. Additionally, graphs are provided in the attachment to aid in the analysis.

Year to date claims and premium payment through September	\$6,776,135
Less year-to-date stop loss credits	(\$0.00)
Net year to date claims and premium payment through September	\$6,776,135

Average monthly claims and fully insured premium (before stop loss) per fiscal year through September:

FY21 \$1,507,260

FY22 \$2,528,174

FY23 \$1,858,541

FY24 \$2,158,452

FY25 \$2,258,712

RECOMMENDATION / PROPOSED ACTION

Information only – no action needed.

ATTACHMENTS:

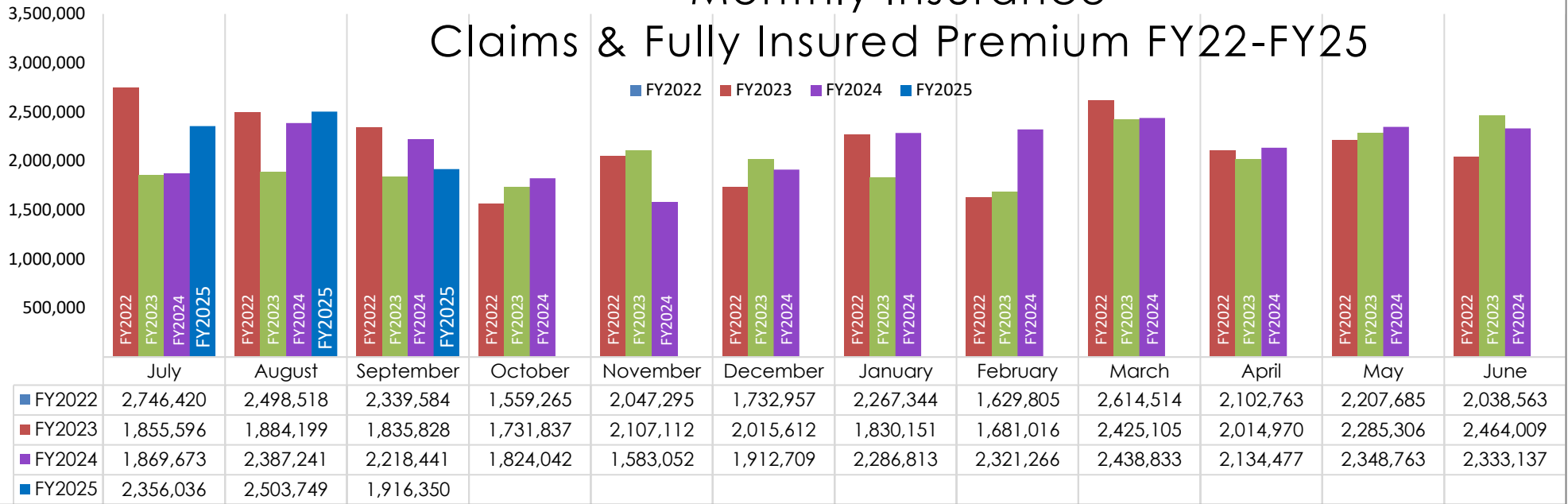
Description

Health Insurance Graphs

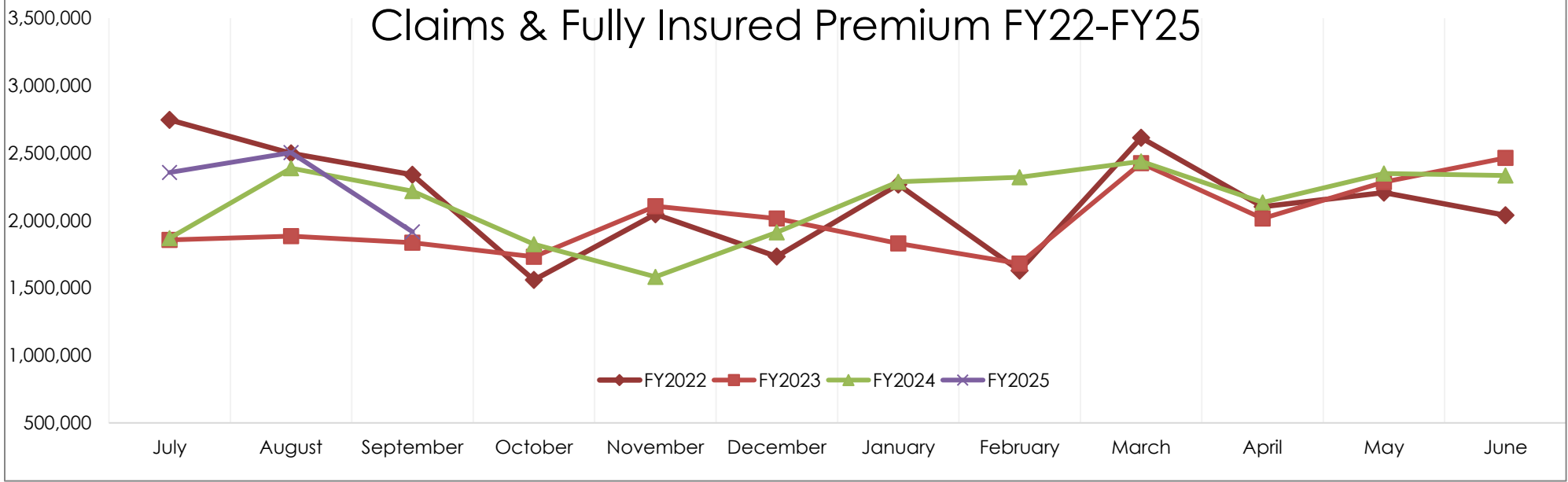
Type

Backup Material

Monthly Insurance Claims & Fully Insured Premium FY22-FY25



Monthly Insurance Claims & Fully Insured Premium FY22-FY25





ASSISTANT COUNTY MANAGER COMMUNITY SUPPORT SERVICES

**MEMORANDUM FOR THE AGENDA OF THE NOVEMBER 14, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: HEATHER SKEENS, ASSISTANT COUNTY MANAGER

DATE: 11/14/2024

**SUBJECT: WELLPATH, LLC QUARTERLY STATISTICAL REPORT ON INMATE
HEALTH CARE**

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): HEATHER SKEENS, ASSISTANT COUNTY MANAGER

BACKGROUND

Through a contract with the Board of County Commissioners, Wellpath, LLC,. has been providing services to the inmates at the Cumberland County Detention center since December, 2023.

The most recently updated quarterly statistical report of inmate healthcare is provided in the attachment.

ATTACHMENTS:

Description	Type
Wellpath, LLC Quarterly Statistical Report on Inmate Health	Backup Material

**Cumberland County Public Health - Quarterly Statistics Report on Inmate Health Care
July 1, 2023 - October 31, 2024**

Provided for the Cumberland County Board of Commissioners

Data Set	Description	Fiscal Year 2024				Fiscal Year 2025				Fiscal Year 2026				Fiscal Year 2027				Average over all Quarters
		1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	
1	ER	15	37	48	34	61	17											40
2	Outside Medical Appointments	0	6	8	33	34	9											21
3	In House-X Ray Services	1	56	90	73	112	20											74
4	On-site Mental Health	491	2171	452	1064	1150	398											766
5	Physician/Provider Visits	54	1157	1635	995	1452	826											1227
6	Dental Visits Onsite and Offsite	0	144	129	184	146	26											121
7	Receiving Screens-Medical Staff	0	740	1597	2131	2099	577											1601
8	Sick Call-Medical Staff	162	2060	6988	967	1533	484											2493
9	RPR (STDS)	0	31	8	11	13	6											10
10	STDS Treated	504	893	88	45	37	18											47
11	Medical Refusals	272	607	268	434	579	183											366
12	Glucose Checks	961	2880	2553	3256	2554	863											2307
13	BP Checks	796	3611	2287	2665	2213	1116											2070
14	TB Screens/PPD Tests	0	40	327	156	660	183											332
15	TB Positive	0	1	13	2	0	0											4
16	Staph/MRSA Patients	N/A	0	1	5	2	0											2
17	Pregnant Females	0	16	19	11	15	3											12
18	HIV Patients	N/A	15	65	84	42	21											53
19	HIV Patients Receiving Treatment	N/A	14	52	74	32	18											44
20	Inmates on Suicide Watch	23	107	111	88	96	18											78
21	Inmate Deaths	0	0	0	0	1	0											0
22	Inmates on Detox Protocol	677	1273	353	349	356	115											293
23	Diabetic Patients	0	1016	176	178	193	56											151
24	Asthma Patients	0	26373	249	287	277	97											228
25	Medication Administered	0	26040	83169	83856	107032	32210											76567
26	Health Assessments Completed	N/A	9	15	131	102	82											83
27	Mental Health Admissions/Substance Abuse	N/A	127	437	479	623	216											439
28	Number of Diagnosed MH/Substance Use Disorder	N/A	213	930	854	1179	401											841
29	Number Started on MAT	N/A	7	41	23	15	7											22
30	Number who Initiated MAT-Induction	N/A	0	17	0	0	0											4
31	Number Referred for MAT-Post Discharge	N/A	0	3	43	12	8											17
32	Individuals on MAT Previously Incarcerated	N/A	0	71	133	13	8											56
33	Positive for COVID	361	390	14	1	47	7											17
34	Positive for Reportable Communicable Diseases	N/A	11	95	115	106	29											86
35	Serviced Veterans	N/A	24	163	122	163	57											126

ADDITIONAL INFORMATION ON OUTLIERS AS COMPARED TO AVERAGES:

Please note: HIPAA laws do not allow cause of death information to be released within the quarterly reports.

1st Quarter FY 2024 data only reflects data from September 2023 as the HD did not record data for July and August 2023.
2nd Quarter FY 2024 data only reflects data from October and November 2023 as the provider switched to WellPath effective December 1, 2023. Blue highlighted column designates the first full quarter of WellPath services in the Detention Center. "Average over all Quarters" only includes data from FY2024 3Q and on.
Top reasons for hospital admissions from December 2023 through June 2024 were Diabetes, Suicide Attempt and Cellulitis. The top reason for hospital admissions from July 2024 through current were Hypertension, Fractures, Cutaneous Abscesses, Epilepsy, and Seizures.



OFFICE OF THE COUNTY MANAGER

**MEMORANDUM FOR THE AGENDA OF THE NOVEMBER 14, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

FROM: LISA JAYNE, GRANTS MANAGER

DATE: 11/7/2024

SUBJECT: GRANTS UPDATE

Requested by: CLARENCE GRIER, COUNTY MANAGER

Presenter(s): LISA JAYNE, GRANTS MANAGER

BACKGROUND

This report provides an update on competitive grant activity throughout Cumberland County from October 1-31, 2024. To date, for FY2025, the county has submitted grant applications totaling \$101.88 million and has been awarded \$78.99 million in funding. During this report period, the County requested \$4.19 million in funding, and \$205,935.00 has been awarded for projects focusing on strategic areas such as Innovation and Technology Services, Sensory Inclusion and Science Education.

The attached dashboard shows grant activity for October 2024. This month, the county submitted three competitive applications to HUD, focusing on the housing initiatives within the county's FY 2025 federal legislative agenda's Health and Human Services component.

The Grants Manager is actively pursuing funding from government agencies, foundations, and corporations to support Department Heads' priorities. These include expanding resources for County Veterans Services, enhancing water utilities and infrastructure, providing domestic violence counseling and support, and promoting wellness initiatives, among other projects.

RECOMMENDATION / PROPOSED ACTION

For information purposes only.

ATTACHMENTS:

Description

Grant report- October 2024

Type

Backup Material

Filters Days in STATUS DATE 10/1/24 to 10/31/24

Grants Management Dashboard



Filter by Department

DEPARTMENT

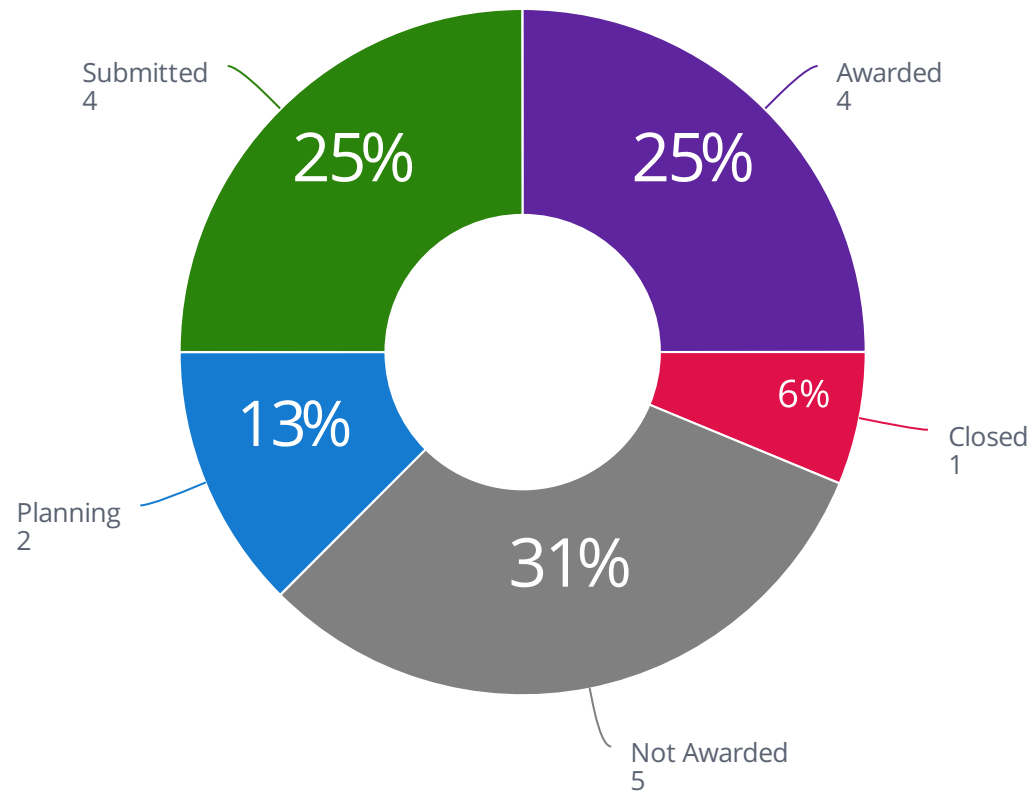
Total Amount Requested

\$4.19M

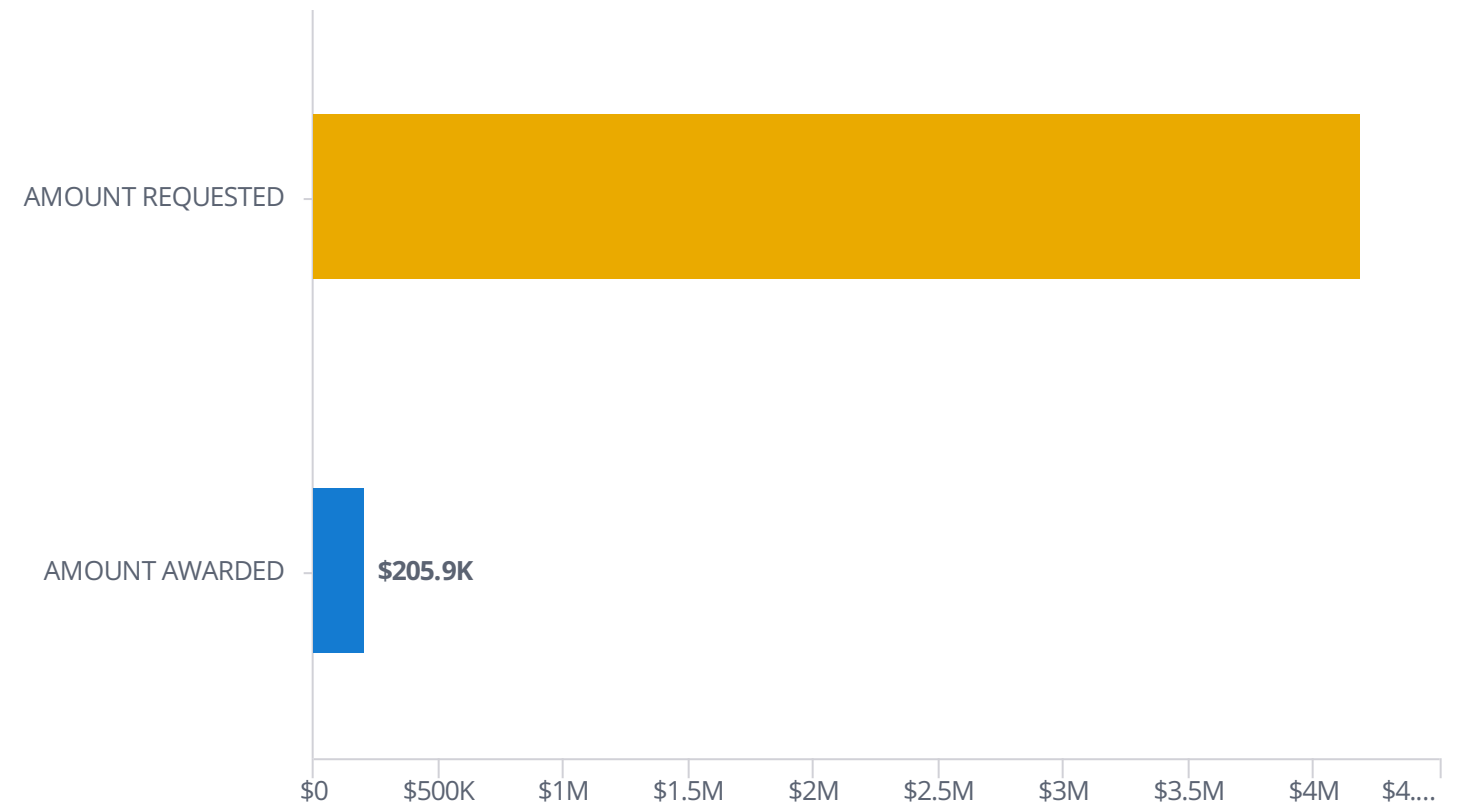
Total Amount Awarded

\$205,935.00

Grant Status

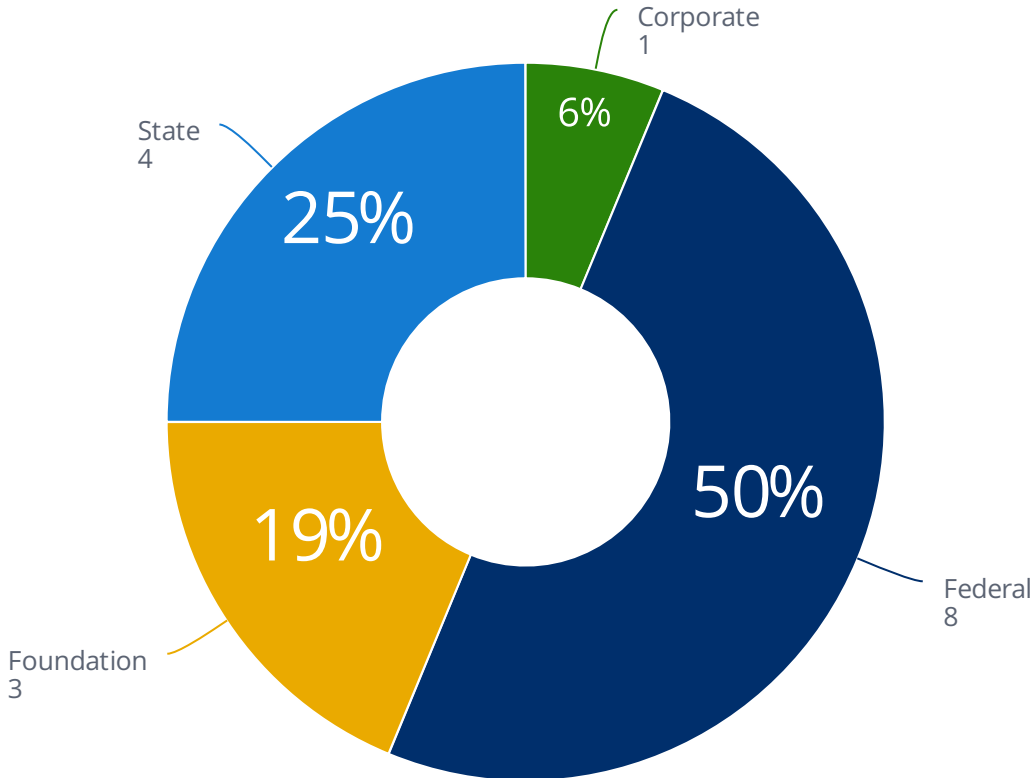


Amount Requested Vs. Awarded

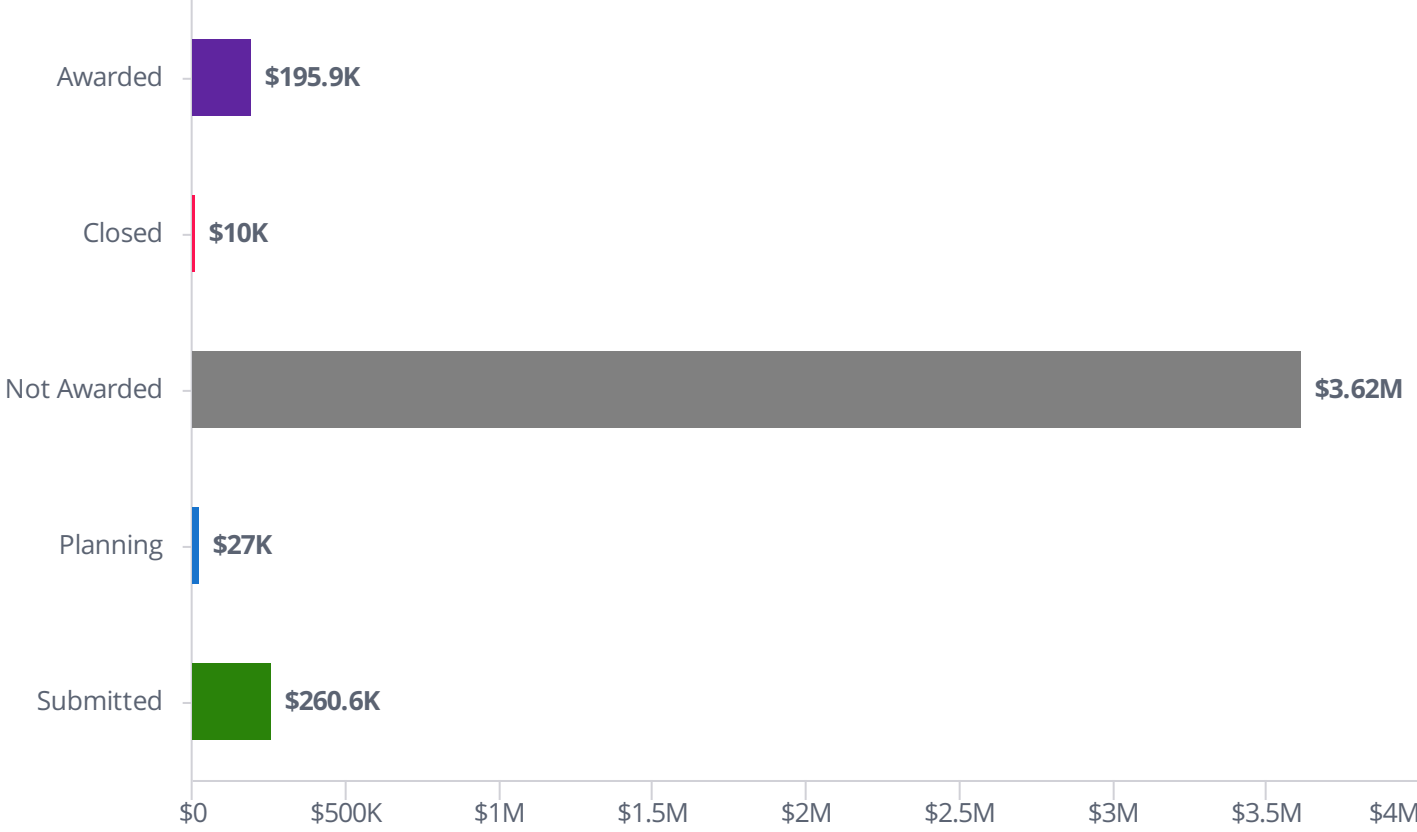


Filters Days in STATUS DATE 10/1/24 to 10/31/24

Grant Type



Grant Status by Amount



DEPARTMENT	GRANT DUE DATE	GRANT TITLE	GRANTING AGENCY	PROJECT SUMMARY	STATUS	STATUS DATE	AMOUNT REQUESTED	AMOUNT AWARDED
Community Development	6/7/24	Runaway and Homeless youth-Prevention Demonstration Program	DHHS/FYSB/RHY	Youth Prevention Demonstration Program, which provides the design and delivery of community-based demonstration initiatives to prevent youth and young adults from experiencing homelessness. Ages 16 up to 22 years old.	Not Awarded	10/8/24	\$1,050,000.00	\$0.00
		Street Outreach Program	DHHS/FYSB/RHY	Street Outreach Program, which provides prevention and intervention services to reduce sexual abuse of youth who have left home due to family conflict or other crises, youth who are experiencing homelessness, and youth living on the street, connects youth to safe and stable housing and other resources.	Not Awarded	10/8/24	\$450,000.00	\$0.00
	10/28/24	Continuum of Care Program	U.S. Department of Housing & Urban Development	Robins Meadow Transitional Housing Program is a residential housing program designed to provide homeless families (with children) with up to 12 months of housing, comprehensive case management services, and up to six months of follow-up services.	Submitted	10/28/24	\$91,132.00	
				The program is designed to provide rapid rehousing assistance to persons experiencing homelessness. Its intent is to service at least 15 households consisting of single adult women and women with children.	Submitted	10/28/24	\$97,370.00	
				This project will fund the CoC Program Manager position, which will support the local CoC in carrying out its planned activities and meeting its goals and objectives.	Submitted	10/28/24	\$62,087.00	

Table

DEPARTMENT	GRANT DUE DATE	GRANT TITLE	GRANTING AGENCY	PROJECT SUMMARY	STATUS	STATUS DATE	AMOUNT REQUESTED	AMOUNT AWARDED
Community Development	11/22/24	Our State, Our Home	UNC School of Government	Carolina Across 100 seeks applications from communities that are interested in working across sectors to improve access to and availability of affordable housing options in the state. Teams will build collaboratives within their communities and benefit from peer learning from one another. Together, we will work to better understand the context and challenges of affordable housing and related issues, as well as design and implement strategies to respond effectively.	Planning	10/28/24	\$17,000.00	
Emergency Services	4/3/23	Fire Prevention & Safety (FP&S) grant program	DHS	Complete a door-to-door Smoke/Carbon Monoxide (CO) alarm canvas' across the entire county. Increasing public education by also completing home safety risk assessments.	Not Awarded	10/4/24	\$95,238.09	\$0.00
Innovation and Technology Services	1/31/24	2023 NCEM State & Local Cybersecurity Grant Program (SLCGP)	NC-EM	This project will increase the visibility into the county's data, enabling ITS to see who is accessing the data and make better-informed decisions on protecting it. ITS can create new data management processes and improve the county's overall efficiency and productivity. This data classification project is an important investment for any organization that wants to improve its data management practices' security, compliance, collaboration, visibility, quality, and efficiency.	Awarded	10/10/24	\$200,000.00	\$130,555.00
Internal Services	5/2/22	NC Volkswagen Settlement - Zero-Emission Vehicle Infrastructure Program	NCDEQ	The grant request was to install a dual-port electric vehicle charging station in the parking lot of the Public Health Department. The grant pays up to \$5,000 per port.	Closed	10/21/24	\$10,000.00	\$10,000.00
Justice Services	5/14/24	Justice and Mental Health Collaboration Program	DOJ/OJP/BJA	A program that supports cross-system collaboration to improve public safety responses and outcomes for individuals with mental health disorders (MHDs) or co-occurring mental health and substance use disorders (MHSUDs) Specifically funds collaborative programs to reduce criminal justice involvement by and improve outcomes for individuals with MHDs or MHSUDs who come into contact with the criminal justice system or are leaving a custodial setting.	Not Awarded	10/8/24	\$770,833.00	\$0.00

DEPARTMENT	GRANT DUE DATE	GRANT TITLE	GRANTING AGENCY	PROJECT SUMMARY	STATUS	STATUS DATE	AMOUNT REQUESTED	AMOUNT AWARDED
Library Services	3/8/24	Arts Education Grant	Arts Council	Theme - Mythical Marvels	Awarded	10/9/24	\$15,000.00	\$7,200.00
	8/30/24	The Terri Union Endowment for Women and Girls fund of Cumberland Community Foundation	The Terri Union Endowment for Women and Girls fund of Cumberland Community Foundation	The Library is seeks funding to establish a Girls Code @ the Library program, expanding STEAM education for young girls. Based on strong community interest, the program would offer ongoing coding workshops across eight locations, starting with The Engine MakerSpace at Headquarters Library, to introduce girls to STEAM careers.	Awarded	10/28/24	\$13,500.00	\$13,500.00
		William F. Bethune Charitable Endowment of Children with Disabilities of Cumberland Community Foundation	William F. Bethune Charitable Endowment of Children with Disabilities of Cumberland Community Foundation	The library seeks funding to enhance spaces and services for children with intellectual and developmental disabilities by creating sensory calming spaces across its locations, starting with the Headquarters Library. This initiative aligns with the library's goal to foster diversity, inclusion, and accessibility for all community members.	Awarded	10/28/24	\$44,680.00	\$44,680.00
	10/18/24	PLA Digital Literacy Incentive Grant	American Library Association	We provide workshops on Internet Basics, Video Conferencing Basics, Cybersecurity Basics, Email Basics, Computer Basics, and mobile Device Basics for both Android and iOS for adult learners, parents, caregivers, older adults and newly connected families.	Submitted	10/17/24	\$10,000.00	
	12/16/24	The America 250 NC Local Grants: County Committees	North Carolina Department of Natural and Cultural Resources	America 250 NC's goal is to energize broad, robust, and comprehensive programs across ALL of North Carolina's 100 counties. Community organizations should seek to develop projects that will be accessible for wide audiences, serve local residents, and seek to grow the stories of North Carolina's contributions to the Revolutionary War and to the development of our United States following our commemorative themes.	Planning	10/9/24	\$10,000.00	

DEPARTMENT	GRANT DUE DATE	GRANT TITLE	GRANTING AGENCY	PROJECT SUMMARY	STATUS	STATUS DATE	AMOUNT REQUESTED	AMOUNT AWARDED
Public Health	5/7/24	DHHS/FYSB/RHY- Maternity Group Home Program	DHHS/FYSB/RHY	Maternity Group Home Program which provides safe, stable, and appropriate shelter for pregnant and/or parenting youth ages 16 through 21 for up to 18 months, or 21 months under extenuating circumstances.	Not Awarded	10/8/24	\$1,250,000.00	\$0.00



ENGINEERING AND INFRASTRUCTURE DEPARTMENT

**MEMORANDUM FOR THE AGENDA OF THE NOVEMBER 14, 2024
AGENDA SESSION**

TO: BOARD OF COUNTY COMMISSIONERS

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

DATE: 11/14/2024

SUBJECT: PROJECT UPDATES

Requested by: CLARENCE GRIER, COUNTY MANAGER

**Presenter(s): JERMAINE WALKER, DIRECTOR OF ENGINEERING AND
INFRASTRUCTURE**

BACKGROUND

Please find attached the monthly project report update for your review.

RECOMMENDATION / PROPOSED ACTION

No action is necessary. This is for information only.

ATTACHMENTS:

Description

Project Updates

Type

Backup Material

MONTHLY PROGRESS REPORT

Project Description	Contract Amount	Project Status	Contract Start Date	Contract Duration	Estimated Completion Date
500 Executive Place - Cumberland County Emergency Services Center	\$16.8M	Original project complete. Installation of new chiller will be funded with portion of remaining project funds and project will be closed out once chiller installation is complete. Work started on October 7, 2024. Chiller start up on November 7, 2024. Estimated completion is November 14, 2024.	3/8/2021	360 days	November 14, 2024
Law Enforcement Center Switchgear Replacement	\$350K	Switchgear delivered on August 28, 2024. Will install on morning of November 9, 2024. Will reenergize building on morning of November 11, 2024.	6/6/2022	180 days	November 12, 2024
Historic Courthouse Switchgear Replacement	\$350K	Awaiting arrival of equipment. Completed review of shop drawing submittals. Pre-construction conference held on October 12, 2023. New estimated ship date is February 3, 2025.	6/6/2022	180 days	February 10, 2025
Recovery Shelter Generators	\$3M	Procurement in progress. Legal drafting required interlocal agreements for access and maintenance of generators.	8/10/2023	365 days	August 2025
Coliseum Parking Areas 1 and 2 Parking Lot Repairs	\$500K	Work started on September 16, 2024. Estimated completion is November 21, 2024.	1/3/2023	180 days	November 21, 2024
Crown Hospitality – Lobby Renovation	\$1.5M	Bid award approved on June 17, 2024. Contract under review.	10/25/2022	N/A	August 2025
Crown Elevator Modernization	\$750K	Elevator 1 complete. Elevator 2 started on October 7, 2024. Estimated completion date is December 13, 2024.	1/3/2024	270 days	December 13, 2024
Animal Services Isolation Building	\$1.1M	Finalizing site plan, preliminary geotechnical analysis, topographic survey and underground utility location. Will solicit once plan is approved.	TBD	TBD	TBD
Sheriff's Indoor Training Range Upgrade	\$850K	Solicited August 28, 2024. Bids closed on September 30, 2024. Pending bid award approval.	TBD	TBD	TBD
Public Health UPS Replacement	\$300K	Contract is with vendor waiting on signatures. Will be awarded to Insight Public Sector, Inc for \$145,777.28	TBD	TBD	TBD
LEC Bathroom and Locker Room Upgrade	\$450K	Will solicit on December 5, 2024.	TBD	TBD	TBD