



**Crown Coliseum**

**Cumberland County**

**INVITATION FOR BID**

**CROWM COLISEUM AUDIO SYSTEM UPGRADE**

**Date of Issue: March 20, 2026**

**Questions Due Date: March 27, 2026**

**Bid Due Date: April 2, 2026**

**Direct all inquiries concerning this IFB to:**

Amanda Lee, PE

General Manager for Natural Resources

Email: [alee@cumberlandcountync.gov](mailto:alee@cumberlandcountync.gov)

Phone: 910-438-4041

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

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## 1.0 PURPOSE AND BACKGROUND

## 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.

<b>Mailing address for delivery of bid via US Postal Service</b>	<b>Office address of delivery by any other method (special delivery, overnight, or any other carrier)</b>
<p style="text-align: center;"><i>BID TITLE:</i> <i>Crown Coliseum Audio System Upgrade</i></p> <p style="text-align: center;"><i>Cumberland County Solid Waste</i> <i>Attn: Amanda Lee, PE</i> <i>698 Ann Street</i> <i>Fayetteville, NC 28301</i></p>	<p style="text-align: center;"><i>BID TITLE:</i> <i>Crown Coliseum Audio System Upgrade</i></p> <p style="text-align: center;"><i>Cumberland County Solid Waste</i> <i>Attn: Amanda Lee, PE</i> <i>698 Ann Street</i> <i>Fayetteville, NC 28301</i></p>

**IMPORTANT NOTE:** All bids shall be physically delivered to the office address listed above **on or before 2:00 pm on April 2, 2026 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 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, Cumberland County Solid Waste, at 698 Ann Street, Fayetteville, NC 28301.

Submit your bid in a sealed package. Clearly mark each package with: (1) Vendor name; (2) Crown Coliseum Audio System Upgrade; 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.

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 [alee@cumberlandcountync.gov](mailto:alee@cumberlandcountync.gov) will receive addendums by email.

### 2.3 BID QUESTIONS

*Crown Coliseum Audio System Upgrade*

Written questions shall be e-mailed to [alee@cumberlandcounty.nc.gov](mailto:alee@cumberlandcounty.nc.gov) by March 27, 2026 at 12:00 pm. Vendors should enter “*IFB Crown Coliseum Audio System Upgrade Questions*” as the subject for the e-mail. 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 e-mail.** 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 MANDATORY PRE-BID CONFERENCE**

### **Mandatory Pre-Bid Conference**

Date: March 26, 2026  
Time: 10 AM Eastern Time  
Contact #: 919-795-3855

**Instructions:** It shall be MANDATORY that each vendor representative be present for a pre-bid site visit on March 26, 2026. Attendees must meet promptly at 10 am Eastern Time *at Crown Complex Ballroom*. All attendees must sign in upon arrival. VENDORS WHO ARRIVE LATER THAN 15 MINUTES AFTER THE SPECIFIED TIME WILL NOT BE ALLOWED TO SIGN IN, PARTICIPATE IN THE SITE VISIT, NOR SHALL THEIR BID BE CONSIDERED. Once the sign-in process is complete, all other persons wishing to attend may do so to the extent that space and circumstances allow.

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

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

## **2.5 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

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### 3.1 PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY

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

**!IMPORTANT INFORMATION! CONFIDENTIAL INFORMATION:** The bid must not contain any information marked as “confidential” or as a “trade secret” or in any other manner as to indicate that it is information protected by the Trade Secrets Protection Act ( the “Act”) as set out in Article 24 of Chapter 66 of the North Carolina General Statutes, **unless the vendor has noticed the County Finance Department of its intent to designate any information in the bid as such and received permission from the County Finance Department to do so in writing.** Vendor’s notice to the County Finance Department must be in writing and must describe the information for which confidentiality is requested and explain how the information is a “trade secret” as defined in G.S. § 66-152(3). If the County Finance Department determines the information for which confidentiality is requested is a “trade secret” covered by the Act, it will notify the vendor how to mark the information in the bid and will identify the measures that County will take to protect the confidentiality of the information. Vendor’s submission of a bid after receipt of this notice from the County Finance Department shall be deemed to be acceptance of the County Finance Department’s statement of how it will maintain confidentiality. If the County Finance Department determines the information for which confidentiality is requested is not a “trade secret” covered by the Act, it will notify vendor of that determination. Any bid marked with any information as “confidential” or as a “trade secret” or in any other manner as to indicate that it is information protected by the Act in violation of this section shall be regarded as not responsive to the invitation for bid and shall not be considered.

### 3.2 BID COMPLIANCE

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

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

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

The specifications included in this package describe the services 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. Vendors may be required to provide a demonstration upon request.

The County reserves the right to request clarification of information submitted.

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.

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 IFB have been evaluated and determined to be unsatisfactory.

## **4.0 SCOPE OF WORK & VENDOR'S BID CONTENT REQUIREMENTS**

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### **4.1 SCOPE OF WORK**

The scope of work is for the upgrade of a new Sound System for the Crown Coliseum. The Crown Coliseum is using the original sound system that was installed during the original construction. Cumberland County is accepting bids to upgrade sound system for the Coliseum. Recently a new transformer and sound conditioner were installed that were designed to be compatible with a new system.

#### **A. OBJECTIVES**

- Demolish the existing sound system with the exception of the new 45 kVA transformer and conditioner.
- Furnish and install rigging work and electrical work needed for a complete system.
- Furnish and install a fully operational sound system.
- Commission the sound system and provide training.
- An A/V tech shall be able to operate the entire sound system from the sound console. Sound console shall remain in its current location.
- All submittals shall be submitted to Owner and approved by Owner before commencement of any work.

#### **B. TASKS**

1. Demolish the existing sound system in the Crown Coliseum and furnish and install a new sound system, complete with electrical and rigging, to meet the design standards required per manufacturer. Any damage, patching, painting, holes, or other restoration required because of demolition shall be repaired by the Contractor. The following equipment to be removed shall be returned to the Owner:
  - a. All EAW Main & Sub Clusters located in the performance/entertainment bowl of the coliseum (12 subs), (16) point source boxes.
  - b. All EAW fill speakers located in the performance/entertainment bowl of the coliseum (12) point source boxes.
  - c. Unused Texas Scenic hoists – the scoreboard system shall remain intact.
  - d. Existing amplifiers

- e. Miscellaneous Amp room/concourse level rack equipment.
2. Acceptable manufacturers are Meyer, QSC Power, or JBL. In this specification, where one manufacturer is listed as an acceptable component, the equivalent from one of the acceptable manufacturers shall be acceptable.
3. Provide a new motor controller system to interface with new chain motors.
4. New chain motors shall integrate into a new motor controller interface. Existing motors may be refurbished as approved by the owner. An inventory of motors with replacement schedule shall include, but not be limited to listing replacement or refurbishment, location, and stop elevations shall be provided prior to starting construction. Chain motors shall be able to stop at pre-determined locations in vertical space. This work shall be coordinated with specific equipment requirements.
5. A rigging system plan sealed by a NC licensed professional structural engineer shall be required before installation.
6. Reuse existing structures/collectors to allow for power and signal cable management in either the grid or directly above the Meyer Panther array, sub-array, and down-fill speakers.
7. Attach all Meyer Panther Array (x4), Meyer Sub Array (x4) and Meyer Ultra-X40 (x2) to the modified or new created hoist bracket and the to the chain motors.
8. Dead hang (4) Meyer Ultra – X80 Speakers.
9. Dead hang (4) Meyer Lina speakers.
10. Run pre-terminated power and signal cables from the designated plate/panel to the designated speaker. Contractor shall submit a detailed wiring plan sealed by an NC licensed professional electrical engineer prior to beginning work. The wiring plan shall include a detailed schedule of wiring and an electric plan.
11. Perform termination and installation of concourse-level rack equipment.
12. Provide new plates and panels as required. Pull and terminate all control, audio, network, and low-voltage cabling required for the full functionality of the audio and chain motor hoist systems.
13. Furnish and install pre-terminated power and signal cable from the designated plate/panel to the designated array and speaker. All cables shall be tagged and labeled in accordance with electrical plan.
14. Furnish and install a new mixing console with a portable storage rack. One additional I/O will be provided to connect the existing tie-line system. Mixing Board shall be equivalent to a new Yamaha DM7 mixing console.
15. Furnish and install a new playback rack with digital media player, CD player, and Bluetooth receiver.
16. Furnish and install a new Shure 12-channel ULXD wireless microphone system with SM58 Transmitters and accessories.
17. Furnish and install all bulk equipment and appurtenances for a complete turn-key system.
18. Furnish and install programming, commissioning, and engineering as required.
19. Contractor shall furnish and install a complete system including all rigging and electrical installation. Installation shall include, but not be limited to, the following:
  - a. All electrical circuits, panel boards, breakers, transformers, and grounding. This shall include terminating the branch circuits to the vertical power strip junction box/tails located in the equipment racks.
  - b. All pathways to include the pull strings, sleeves/cores, ladder rack, cable tray, fire-rated penetrations, fire stopping, trenching, and stub-ups, etc. Any specialty AV or Broadcast boxes/enclosures (JBT/E/P, ENG, PED, UPLINK PEDs, touch panel/loudspeaker/display back box, etc.) shall be coordinated as part of the pathway.
  - c. Building modification requirements required for rigging. These modifications shall be included in the rigging system plan. Any footings or foundations that may be required shall also be included in the plan.
  - d. Any restoration work including patching, painting, modifications resulting from the installation of new work.
20. Submittals including cut sheets are required for all sound equipment prior to the commencement of work. Once submittals have been approved, contractor may request a 20% deposit for AV equipment.
21. Provide two-year warranty on all system components.

22. Upon completion of installation, contractor will be responsible for commissioning the system, including but not limited to, tuning the PA system to include pink noise generator using a calibrated RTA microphone and utilizing analyzer software/speaker management system. Ensuring speaker placements are correct, identify excessive dips or peaks in frequency and making necessary adjustments to obtain correct response(s).
23. Contractor shall provide 2 complete sets of as-built drawings and operation and maintenance manuals upon completion and prior to final pay request.

#### 4.2 VENDOR'S BID REQUIREMENTS

The vendor's bid must include the required information below. Bids 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 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.**

**RESPONSE REQUIREMENTS.** Vendors must include the following in their bid:

- A quote that includes all specifications or a specifications sheet along with the quote to confirm that bid meets all required specifications of IFB.
- A comprehensive list of all equipment being offered, explicitly stating the manufacturer, model number, part number, and a detailed technical specification for each item.
- Quote must include all shipping/delivery to ADDRESS. Name and license number of electrical contractor performing the work for this project.
- Bid response must include estimated lead times for all items. All items need to be delivered within 90 days.
- To expedite contract completion, forms to be completed and returned with Bid:
  - Signed in wet blue ink, Contract Form
  - Current W-9 (dated within past 30 days)
  - Contractor's Certification Form
  - Corporate Name from the NC Secretary of State website.
  - Contractor shall register a vendor account in the County's Vendor Self Service. <https://ccmunis.co.cumberland.nc.us/vss/Vendors/default.aspx>

**The Execution of Bid (Attachment B) and Certification of Financial Condition (Attachment C) must be completed, signed and submitted with bids. Failure to complete these attachments shall result in rejection of bid.**

#### A. COST

Cost shall be all inclusive and list/identify any shipping or other charges. **Exclude all sales tax from your bid.**

#### B. REFERENCES

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

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL ADDRESS
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## **5.0 CONTRACT TERMS AND CONDITIONS**

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### **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 Time for Completion of the Contract shall be within 180 days of 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. A schedule of values shall be submitted prior to commencement of work so that progress applications may be considered on a monthly basis.

### **5.7 ADDITIONAL QUANTITIES**

The COUNTY reserves the right to purchase additional quantities of materials specified herein during the period of firm pricing. Any purchase of materials at established prices after the period of firm pricing will be subject to CONTRACTOR'S acceptance.

### **5.8 INVOICES**

- a) Partial pay requests with sales tax certification must be submitted to the following address: Cumberland County Engineering Department

Attn: Donna Rice, Project Manager  
130 Gillespie Street  
Fayetteville, NC 28301

- b) Any applicable taxes shall be invoiced as a separate item.
- c) 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 30<sup>th</sup>.

## **5.10 FINANCIAL STABILITY**

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

## **5.11 INSURANCE:**

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

## **5.12 GENERAL INDEMNITY**

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

## **5.13 ENTIRE CONTRACT**

The contract formally entered into by the parties after the vendor is selected constitutes the entire understanding of the parties. In the event of a conflict between the COUNTY'S contract terms and the CONTRACTOR'S contract terms, the COUNTY'S terms shall be the overriding determining factor.

#### **5.14 CONTRACT CANCELLATION**

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

#### **5.15 LAWS AND ORDINANCES**

The contract will be governed by North Carolina law.

#### **5.16 COMPLIANCE WITH LAWS**

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

#### **5.17 CONTRACTOR REPRESENTATIONS**

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

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

#### **CONTRACTOR certifies that it has not previously or currently:**

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

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

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

**Attachments to this IFB begin on the next page.**

## **ATTACHMENT A: INSTRUCTIONS TO VENDORS**

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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

*Crown Coliseum Audio System Upgrade*

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 and any services outlined herein.
- \_\_\_\_\_ All labor costs associated with this project have been determined, including all direct and indirect costs.
- \_\_\_\_\_ The potential Contractor agrees to the conditions as set forth in this IFB with no exceptions.
- \_\_\_\_\_ Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

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

**Failure to complete, execute/sign (E-signature or handwritten) bid prior to submittal shall render the bid invalid and it WILL BE REJECTED.**

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

**ATTACHMENT C: BID COST**

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BASE BID COST: Complete Installation

\$ \_\_\_\_\_

Name and license number of electrical contractor performing the work for this project.

\_\_\_\_\_

**ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION**

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Name of Vendor: \_\_\_\_\_

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

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

Date of latest audit: \_\_\_\_\_

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

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

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

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

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

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

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

---

---

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Printed Name Title

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

## **ATTACHMENT E – BID ATTACHMENTS**

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- Contract Form – Sign in Wet Blue Ink
- Contractor’s Certification Form
- Reference Section 4.3 for other requirements.

## 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 \_\_\_\_\_ as follows:

1. 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.)
  
2. The contractor's business address is \_\_\_\_\_.  
(If this is an out-of-state address, the contract must be signed by the contractor before it is reviewed.)
  
3. 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.)
  
4. 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:

5. This contract is made subject to the laws of the State of \_\_\_\_\_.
  
6. 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.)
  
7. 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: \_\_\_\_\_

**STATE OF NORTH CAROLINA**

**COUNTY OF CUMBERLAND**

**SERVICE AGREEMENT**

This Agreement made this the \_\_\_ day of \_\_\_\_\_, by and between the COUNTY OF CUMBERLAND, a body politic and corporate of the State of North Carolina, hereinafter referred to as "COUNTY", and BUSINESS NAME., a business located at ADDRESS, CITY, ZIP hereinafter referred to as "VENDOR".

WITNESSETH:

WHEREAS, COUNTY needs a **Crown Coliseum Audio System Upgrade**, and

WHEREAS, COUNTY issued an Invitation for Bids, included as *Attachment A* and incorporated herein by reference, for the installation of a **Crown Coliseum Audio System Upgrade**; and

WHEREAS, COUNTY has determined, based on the Bid Response, included as *Attachment B* and incorporated herein by reference, provided by VENDOR, that VENDOR can provide the installation of a **Crown Coliseum Audio System Upgrade** to COUNTY; 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: COUNTY agrees to purchase, and VENDOR agrees to provide the necessary services as set forth below.

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

- A. VENDOR has completed all services required, or
- B. VENDOR failed or neglected to furnish or perform the necessary services to the reasonable satisfaction of COUNTY.

COUNTY shall give VENDOR seven (7) days written notice of the COUNTY's intent to terminate this Agreement and will make all payments due VENDOR for services rendered up to and including the date of such notice of termination.

**SERVICES:** VENDOR shall perform such expert and technical services as are set forth in Exhibits A and B and in any additional proposal, modifications, or specifications attached as Exhibit C. **ONLY USE THIS EXHIBIT C LANGUAGE IF THERE ARE ANY CHANGES TO WHAT IS STATED IN EXHIBITS B** 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, VENDOR shall cooperate with the operation schedule of COUNTY, and with other personnel employed, retained, or hired by the COUNTY.

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

**PRICE:** Payment for the services shall not exceed total BID AMOUNT over the term of the agreement.

**PAYMENT:** COUNTY shall pay VENDOR within 30 days of receipt of each 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:** VENDOR shall not assign all or any part its contract rights under this Agreement, nor delegate any performance hereunder, nor subcontract, without first obtaining COUNTY's written approval.

**COMPLIANCE WITH LAW:** 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:** COUNTY hereby designates its **General Manager for Natural Resources** as its exclusive agent with respect to this Agreement. The **General Manager for Natural Resources** is authorized, on behalf of the COUNTY, to negotiate directly with VENDOR on all matters pertaining to this Agreement. VENDOR agrees that all of its dealings with COUNTY in respect to the terms and conditions of this Agreement shall be exclusively with the **General Manager for Natural Resources**. Further, 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 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:

<b>VENDOR:</b>	<b>COUNTY:</b>
<b>Business Name</b>	<b>Amanda Lee, General Manager for Natural Resources</b>
<b>Street</b>	<b>698 Ann Street</b>
<b>City</b>	<b>Fayetteville, NC 28301</b>

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.

**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 ten business days, the parties shall submit to mediation. The parties shall select a mediator approved by the courts of North Carolina and mutually agreeable to the parties. The mediation shall be held at COUNTY'S offices. If the parties cannot select a mediator within ten business days, then the parties shall request the Cumberland County Trial Court Administrator do so. The mediator's cost shall be equally shared by the parties. 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 COUNTY and shall have no authority to act as an agent of COUNTY, nor enter any Agreement for or on behalf of COUNTY. The relationship of VENDOR with 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:** VENDOR hereby certifies that VENDOR, as a contractor, and all its 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. VENDOR, as a contractor, shall not utilize any subcontractor that is identified on the List.

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

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

**COUNTY OF CUMBERLAND**

**BY:** \_\_\_\_\_

**Clarence Grier, County Manager**

**BUSINESS NAME**

**BY:** \_\_\_\_\_

**Name and title**

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

\_\_\_\_\_  
County Finance Office

Approved for Legal Sufficiency upon formal execution by all parties.

\_\_\_\_\_  
County Attorney's Office