



**Crown Coliseum**

**Cumberland County**

**INVITATION FOR BID**

**CROWN COLISEUM NETTING SYSTEM**

**Date of Issue: May 1, 2026**

**Questions Due Date: May 6, 2026**

**Bid Due Date: May 8, 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

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### 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 bidder 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 bidder 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 bidder 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.

Bidders shall populate all attachments of this IFB that require the bidder 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.

#### 1. Bid Security

- a. Each Bid must be accompanied by a certified check or a Bid Bond by an acceptable surety company of not less than five percent (5%) of the base bid, made payable to the Owner as a Bid guarantee.
- b. The bid security of the apparent successful bidder will be retained until owner awards the contract to such bidder, and such Bidder has signed the Contract, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the successful bidder's bid security will be released.
- c. If the successful bidder fails to sign and deliver the Contract and furnish the required contract security within 15 days of Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the bid security of that Bidder will be forfeited.
- d. Upon successful bidder's default:
  1. When the bid security is a penal sum bid bond, the entire penal sum amount of the bid bond will be forfeit and due owner.
  2. When the bid security is a damages form of bid bond, to the extent of owner's damages will be forfeit and due Owner.
  3. If a type of bid security other than a bid bond is allowed and is furnished, the amount that will be forfeit and due Owner will be the same as for the form of bid bond included in the bidding documents. Owner will notify the defaulting Bidder in writing of the annulment and the amount of the forfeiture, with documentation of the amount forfeited.
  4. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
  5. The bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 91 days after the Bid opening, whereupon bid security furnished by such Bidders will be released.
  6. Bid security of other bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the bid opening.
  7. Release of Bid Security: Owner may release any bidder's bid security by returning such bid security to the associated bidder. When bid security is in the form of a bid bond, Owner may dispose of or destroy the bid bond and so advise the associated Bidder in writing that the bid bond has been released.

## 2. Performance and Payment Bonds

- a. A Performance and Payment Bond will be required for the successful Bidder in the amount of one hundred percent (100%) of the Contract price, conditioned upon the faithful performance of the Contract, payment of all persons supplying labor or furnishing materials, and payment of all liabilities incurred in connection with the scope of work.
- b. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due.
- c. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.
- d. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- e. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights.
- f. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- g. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

## 3. Minority Business Enterprise (MBE) Participation

- a. The Owner prohibits discrimination in any manner on the basis of race, color, creed, national origin, sex, age, handicap, or sexual orientation and will pursue an affirmative policy of fostering, promoting, and conducting business with women and minority-owned business enterprises. The Owner has adopted a goal of 15% for participation by minority businesses where the project cost is three hundred thousand dollars (\$300,000) or more.
- b. Definition of Minority Business:
  - i. The term "minority business" means a business:
  - ii. In which at least fifty-one percent (51%) is owned by one or more minority persons or socially and economically disadvantaged individuals, or in the case of a corporation, in which at least fifty-one percent (51%) of the stock is owned by one or more minority persons or socially and economically disadvantaged individuals; and

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- iii. Of which the management and daily business operations are controlled by one or more of the minority persons or socially and economically disadvantaged individuals who own it.
- iv. The term “minority person” means a person who is a citizen or lawful permanent resident of the United States and who is:
  - 1. Black, that is, a person having origins in any of the black racial groups in Africa;
  - 2. Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race;
  - 3. Asian American, that is, a person having origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, or the Pacific Islands;
  - 4. American Indian, that is, a person having origins in any of the original Indian peoples of North America; or
  - 5. Female.
- c. The term “socially and economically disadvantaged individual” means the same as defined in 15 U.S.C. 637.
- d. The Recipient and Bidders shall make a good faith effort to assure that MBE’s and WBE’s are utilized, when possible, as sources of goods and services. The good faith effort must include the following affirmative steps: (a) including small, minority, and women’s businesses on solicitation lists; (b) assuring that small, minority, and women’s businesses are solicited whenever they are potential sources; (c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by small, minority, and women’s businesses; (d) establishing delivery schedules; and (e) using the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce. Please note that the solicitation efforts should include documentable follow up phone calls.
- e. Information regarding minority and women-owned businesses/contractors can be obtained from the following:

Office for Historically Underutilized Businesses  
 1336 Mail Service Center  
 Raleigh, NC 27699-1336  
  
 Phone: (919) 807-2330  
 Fax: (919) 807-2335  
[www.doa.nc.gov/hub](http://www.doa.nc.gov/hub)

- 4. All contractors must have a proper license as required under state laws governing their respective trades. Chapter 87, Article 1, General Statutes will be observed in awarding contracts.

**2.2 BID SUBMITTAL**

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

Mailing address for delivery of bid via US Postal Service	Office address of delivery by any other method (special delivery, overnight, or any other carrier)
<p><i>BID TITLE:</i>  <i>Crown Coliseum Netting System</i></p> <p><i>Cumberland County Solid Waste</i>  <i>Attn: Amanda Lee, PE</i>  <i>698 Ann Street</i></p>	<p><i>BID TITLE:</i>  <i>Crown Coliseum Netting System</i></p> <p><i>Cumberland County Solid Waste</i>  <i>Attn: Amanda Lee, PE</i>  <i>698 Ann Street</i></p>

Fayetteville, NC 28301	Fayetteville, NC 28301
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**IMPORTANT NOTE:** All bids shall be physically delivered to the office address listed above *on or before 3:00 pm on May 8, 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 bidder. It is the sole responsibility of the bidder 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 3:00 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) Contractor name; (2) Crown Coliseum Netting System; 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 Bidder Self Service site <https://ccmunis.co.cumberland.nc.us/vss/Bidders/VBids/Default.aspx> . Bidders 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

Written questions shall be e-mailed to [alee@cumberlandcountync.gov](mailto:alee@cumberlandcountync.gov) by May 6, 2026 at 5:00 pm. Bidders should enter “*IFB Crown Coliseum Netting System 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 Bidder Self Service Site, <https://ccmunis.co.cumberland.nc.us/vss/Bidders/default.aspx> and shall become an Addendum to this IFB. **Bidders who submit an intent to bid will receive addendums by e-mail.** Bidders shall rely *only* on written material contained in an Addendum to this IFB. **Bidders should not contact any other County employees, besides those listed above, during the bid process. Bidders 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 bidders 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: May 5, 2026  
 Time: 11 AM Eastern Time  
 Contact #: 919-795-3855

**Instructions:** It shall be MANDATORY that each bidder representative be present for a pre-bid site visit on May 5, 2026. Attendees must meet promptly at 11 am Eastern Time *at Crown Complex Ballroom*. All attendees must sign in upon arrival. **BIDDERS 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.**

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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 bidders to apprise themselves with the conditions and requirements which will affect the performance of the work called for by this Invitation for Bid. Bidders must stay for the duration of the site visit.

Bidders 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.

## **2.6 IFB TERMS & CONDITIONS**

It shall be the bidder'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. Bidders 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. Bidder's bid shall constitute a firm offer.

If a bidder 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 BIDDER**

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### **3.1 PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY**

**PROHIBITED COMMUNICATION:** Each bidder 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 as designated in this IFB. A bidder 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 bidder 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.** Bidder'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 bidder how to mark the information in the bid and will identify the measures that County will take to protect the confidentiality of the information. Bidder'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 bidder 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 bidders to submit bids that are clear, concise, and easily understood. Bids should provide information essential for a straightforward and concise description of bidder capabilities to satisfy the requirements of the IFB specifications.

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

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

If the bidder 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. Bidders 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 bidders, 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 bidders 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 & CONTRACTOR'S BID CONTENT REQUIREMENTS**

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### **4.1 SCOPE OF WORK**

The scope of work is for the replacement of the access net at the Crown Coliseum with a net that meets OSHA safety net requirements.

**A. OBJECTIVES**

1. Furnish and install a complete safety net system replacement for the Crown Coliseum meeting the performance specifications included in the Technical Memorandum – Attachment E. The system is approximately 35,000 SF. All measurements shall be verified by contractor.
2. All submittals shall be submitted to Owner and approved by Owner before commencement of any work.
3. Minimum open size for netting shall be 6 in X 6 in.

**B. TASKS**

1. Demolish the existing access netting system in the Crown Coliseum and furnish and replace with a safety netting system. Any damage, patching, painting, holes, or other restoration required because of demolition shall be repaired by the Contractor.
2. Furnish and install all new structural cables, anchors, straps, lashing cord, and specialty rigging components, and other appurtenances necessary for completion.
3. Submittals including cut sheets are required for all materials prior to the commencement of work. Once submittals have been approved, contractor may request a 20% deposit for material.
4. Submittals including detailed design and layout of the system sealed by licensed NC professional structural engineer shall be required before commencing any work. All connections and loads applied to existing cable roof structure shall be reviewed and approved by Geiger Engineers. An approved letter from Geiger Engineers is to be included with submittal package
5. Materials shall meet all the requirements of the Technical Memorandum in Attachment E.
6. Provide two-year warranty on all materials and installation.
7. The system shall be designed in accordance with the requirements of the Technical Memorandum in Attachment E. As-built drawings prepared by an NC license professional structural engineer shall be provided upon completion. Upon completion, the structural engineer shall provide statement that all work was completed in compliance with specifications.
8. The County will engage the services of a third-party testing firm for quality control and assurance.

**4.2 CONTRACTOR’S BID REQUIREMENTS**

The contractor’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. **Contractors 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.** Contractors shall include the following in their bid:

1. A quote that includes all specifications or a specifications sheet along with the quote to confirm that bid meets all required specifications of IFB.
2. Provide netting material being offered, explicitly stating the manufacturer and technical specifications.
3. Bid response must include estimated lead times for all items. All bid prices shall be held for 90 days.
4. Bid security.

**The Execution of Bid (Attachment B), Bid Cost (Attachment C) and Certification of Financial Condition (Attachment D) 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. **Include all sales tax from your bid.** Bidder shall provide sales tax documentation with pay requests.

**B. REFERENCES**

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

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER	EMAIL ADDRESS

**5.0 CONTRACT TERMS AND CONDITIONS**

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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 485 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

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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

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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 contractor 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

*Crown Coliseum Netting Materials*

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 BIDDERS**

---

1. **READ, REVIEW AND COMPLY:** It shall be the contractor'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 Bidders 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 bidders'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 Bidder Self Service website.
9. **COST FOR BID PREPARATION:** Any costs incurred by bidder in preparing or submitting offers are the Bidder's sole responsibility; the County of Cumberland will not reimburse any bidder for any costs incurred.
10. **CONTRACTOR'S REPRESENTATIVE:** Each bidder 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 contractor 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 contractor 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 CONTRACTOR'S SITE:** The County reserves the right to inspect, at a reasonable time, the

*Crown Coliseum Netting Materials*

equipment/item, plant or other facilities of a prospective bidder 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 bidder 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. **CONTRACTOR REGISTRATION**: Bidders are not required to register as a bidder in our system in order to submit a bid; however, registration is recommended so that bidder information is available for future opportunities. New bidders can register by visiting the following URL: <https://ccmunis.co.cumberland.nc.us/vss/Bidders/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 contractor offers and agrees to furnish and deliver any or all items/services upon which prices are proposed. By executing this bid, the undersigned contractor 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 contractor 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 bidders 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 bidders 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 bidder. Bidder 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. Bidder 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.**

CONTRACTOR:		
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 BIDDERS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF CONTRACTOR:		FAX NUMBER:
CONTRACTOR’S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

**ATTACHMENT C: BID COST**

---

BASE BID COST: Complete Installation.

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

Delivery date of netting materials:

\_\_\_\_\_

Netting Materials Manufacturer:

\_\_\_\_\_

**ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION**

---

Name of Contractor: \_\_\_\_\_

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

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

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

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

- The contractor 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 Contractor.

**Note:** This is a continuing certification and contractor 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, bidder shall explain the reason in the space below:**



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

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

# ATTACHMENT E – TECHNICAL MEMORANDUM

**GEIGER ENGINEERS**

Geiger Lynch Emery Campbell Engineers P.C./Access

## Memorandum

**To:** Amanda Lee, Cumberland County  
**From:** Karen A. Lynch, PE Geiger Engineers  
**Date:** 18 March 2026  
**Subject:** Crown Coliseum  
Rigging Access & Safety Netting Considerations



Geiger File No: 226011-00

This memo serves to document criteria for a Performance Specification for replacement of the Rigging Access Netting at the Crown Coliseum in Fayetteville, NC (Cumberland County)

The current net in the Crown Coliseum is a "rigging access net" and as such is not designed as a "safety net" to meet OSHA requirements. This document outlines criteria for replacement of the access net with a net that meets OSHA safety net requirements.

### 1. Design Loads for Rigging Access Netting / Personnel Load

- Minimum design live load:
  - 750 lb assuming 3 riggers standing in the same place, with 250 lb per person (concentrated), consistent with OSHA access criteria and ANSI A10.11 intent.
- Distributed Load:
  - 40psf – ASCE7-16 Catwalks for Maintenance Access
- Load combinations:
  - Net self-weight, Personnel load, Tools/materials
- Dynamic amplification:
  - Impact factor = 1.5
- Load combinations:
  - Net self-weight, Personnel load, Tools/materials

### 2. Netting Grid Size (Mesh Opening)

- Opening size must be sufficient for rigging components to fit through – ie shackles, rigging cables, ropes, winch lines, etc without abrading the mesh.
  - 6 in x 6 in – Recommended.

2 Executive Blvd., Suite 309 | Suffern, NY 10901  
845.368.3330 | [www.geigerengineers.com](http://www.geigerengineers.com)

## Crown Coliseum Rigging Access & Safety Netting Considerations

18 March 2026

### 3. Netting Tension, Sag, and Deflection

#### Initial Pretension

- Pretensioned uniformly to:
  - Limit excessive sag
  - Distribute loads evenly to perimeter rigging
- Pretension net in to avoid contact with existing elements (ducts, conduits, lights) below the net when in use. Recommend prestress to maintain 2" clear of all obstructions when loaded.

#### Sag Limits (Serviceability)

- Sag under service load: Desired max  $\leq$  5% of span

### 4. Rigging, Perimeter Cables, and Attachments

#### Perimeter Support

- Continuous wire rope or synthetic rope border required
  - Galvanized wire rope
  - Synthetic high-tenacity fibers (UV-resistant, low creep)
  - Minimum wire rope size 3/8"

#### Design Standard

- ASCE/SEI 19-2016 – Structural Applications of Steel Cables for Buildings

#### Load Effects

- Edge cables and corner rigging points must be designed for:
  - Axial tension due to loading and non-linear deflection behavior
  - Combined vertical and horizontal reactions

#### Connections

- Edge ropes attached at regular intervals (typically 12–24 in)
- Use:
  - USA made hardware
  - Crosby shackles or similar
  - Thimbles
  - Swaged or properly clamped terminations
- All hardware must be load-rated with documented capacities
- Minimum 3.0 safety factor on rigging components

### 5. Material and Performance Requirements (ASTM / ANSI)

#### Netting Materials

- Flame-retardant
- Abrasion Resistant
- Retensioning provided by wetting and shrinking the net
- Recommended Material-  
Cargo by León de Oro USA "Shrink Net" LDO-SNK-0.625-16  
NerdShield™ 5/8" Shrink – Double Braid

**Crown Coliseum  
Rigging Access & Safety Netting Considerations**

18 March 2026

**Reference Standards (These are "Fall Protection" requirements. Not specifically applicable here, since riggers are Walking On the net and not Falling Onto it.)**

- **ANSI A10.11 – Safety Requirements for Personnel and Debris Nets**
  - Primary industry reference for construction safety nets
- **ASTM A603 or ASTM A1023 / A475-**
  - Steel wire and wire rope materials
- **OSHA 29 CFR 1926.502(c)**
  - Installation and clearance criteria for safety nets

**6. Installation and Comfort Considerations**

- Smooth, continuous walking surface (tight mesh, uniform tension)
- Minimal vertical bounce under normal movement
- No hard edges or protruding hardware
- Clear access paths and perimeter tie-offs
- Adequate clearance below net to account for:
  - Maximum sag
  - Dynamic deflection under load

**7. Inspection and Maintenance**

- Pre-installation inspection of net, rigging, and pretension.
- Inspections should be carried out yearly.
- Routine visual inspections for:
  - Cuts or abrasion
  - Loose connections
- Immediate removal from service if:
  - Broken strands
  - Excessive permanent deformation
  - Evidence of overload

cc. Donna Griffin Rice, Robin Deaver- Cumberland County  
Pete Weekes PE (NY) – Geiger Engineers

**BID FORMS**

**ATTACHMENT: BOND FORMS**

Bid Bond

Performance Bond

Payment Bond

**ATTACHMENT: MBE AFFIDAVITS**

Affidavit A – Listing of Good Faith Efforts

Affidavit B - Intent to Perform Contract with Own Workforce

Affidavit C - Portion of Work to be Performed by Minority Firms

Affidavit D – Good Faith Efforts

# BONDS

## Bid Bond

This Bond is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

PRINCIPAL (Name and Address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SURETY (Name and Address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cumberland County is the OWNER.

The amount of the Bond is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )

KNOW BY ALL MEN BY THESE PRESENTS, the Principal and Surety above named are hereby held and firmly bound unto the above named Owner in the penal sum of the amount stated above in lawful money of the United States, for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain Bid, attached hereto and hereby made a part hereof to enter into a Contract in writing, for the construction of:

### **CROWN COLISEUM NETTING SYSTEM**

NOW, THEREFORE

- (a) If said Bid shall be rejected, or in the alternate,
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for their faithful Performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

PRINCIPAL

SURETY

\_\_\_\_\_  
Principal Name and Corporate Seal

\_\_\_\_\_  
Surety Name and Corporate Seal

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (Attach Power of Attorney)

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

**Payment Bond**

This Bond is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. (See Note)

PRINCIPAL (Name and Address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SURETY (Name and Address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cumberland County is the OWNER.

The amount of the Bond is \_\_\_\_\_ Dollars (\$\_\_\_\_\_).

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety above named, are held and firmly bound unto the above named Owner in the penal sum of the amount stated above in lawful money of the United States, for the payment of which sum well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal entered into a certain Contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for work described by Drawings and Specifications prepared by Smith Gardner, Inc. a copy of said Contract is hereto attached and made a part hereof for the construction of:

**CROWN COLISEUM NETTING SYSTEM**

NOW THEREFORE, if the Principal shall promptly make payment to all persons supplying labor and material in the prosecution of the work provided for in said Contract, and any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL

SURETY

\_\_\_\_\_  
Principal Name and Corporate Seal

\_\_\_\_\_  
Surety Name and Corporate Seal

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (Attach Power of Attorney)

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Note: Date of Payment Bond must not be prior to date of the Agreement.

**Performance Bond**

This Bond is executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. (See Note)

PRINCIPAL (Name and Address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SURETY (Name and Address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Cumberland County is the OWNER.

The amount of the Bond is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_).

KNOW ALL MEN BY THESE PRESENTS, that we, the Principal and Surety above named, are held and firmly bound unto the above named Owner in the penal sum of the amount stated above in lawful money of the United States, for the payment of which sum well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas, the Principal entered into a certain Contract with the Owner, dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for work described by Drawings and Specifications prepared by Smith Gardner, Inc. a copy of said Contract is hereto attached and made a part hereof for the construction of:

**CROWN COLISEUM NETTING SYSTEM**

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals on the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

PRINCIPAL

SURETY

\_\_\_\_\_  
Principal Name and Corporate Seal

\_\_\_\_\_  
Surety Name and Corporate Seal

By:

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature (Attach Power of Attorney)

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Attest:

Attest:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

Note: Date of Performance Bond must not be prior to date of the Agreement.

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

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

(Name of Bidder)

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

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

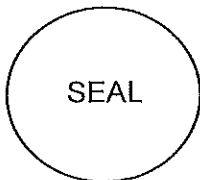
**Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.** (1 NC Administrative Code 30 I.0101)

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

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

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

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



State of \_\_\_\_\_, County of \_\_\_\_\_  
 Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
 Notary Public \_\_\_\_\_  
 My commission expires \_\_\_\_\_

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

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

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

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

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

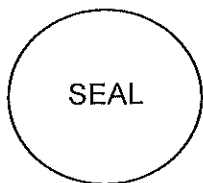
The Bidder agrees to provide any additional information or documentation requested by the owner in support of the above statement. The Bidder agrees to make a Good Faith Effort to utilize minority suppliers where possible.

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

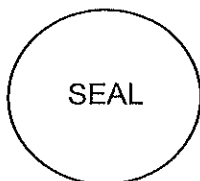
Pursuant to GS143-128.2(d), the undersigned will enter into a formal agreement with Minority Firms for work listed in this schedule conditional upon execution of a contract with the Owner. Failure to fulfill this commitment may constitute a breach of the contract.

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

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

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

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



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

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

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

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

Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid Do not submit with the bid

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

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

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

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



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

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

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

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