

CUMBERLAND COUNTY BOARD OF COMMISSIONERS
AMERICAN RESCUE PLAN COMMITTEE
COURTHOUSE, 117 DICK STREET, 5TH FLOOR, ROOM 564
MARCH 14, 2022 – 9:00 AM
SPECIAL MEETING MINUTES

PRESENT: Commissioner Jimmy Keefe, ARP Committee Chairman
(arrived at 9:35 a.m.)
Commissioner Glenn Adams
Commissioner Toni Stewart
Amy Cannon, County Manager
Sally Shutt, Assistant County manager
Rick Moorefield, County Attorney
Vicki Evans, Finance Director
Ivonne Mendez, Accounting Supervisor
Brenda Jackson, ARP Program Manager
Tye Vaught, Management Analyst
Rick Moorefield, County Attorney
Chris Carr, Assistant County Attorney
Kevin McGuckin, Assistant County Attorney
Dee Taylor, Community Development Director
Candice H. White, Clerk to the Board

1. CALL TO ORDER

Commissioner Stewart called the special meeting to order at 9:25 a.m.

2. APPROVAL OF AGENDA

MOTION: Chairman Adams moved to approve the agenda.
SECOND: Commissioner Stewart
VOTE: UNANIMOUS (2-0)

3. APPROVAL OF MINUTES

- A. December 21, 2021 Special Meeting
- B. January 11, 2022 Special Meeting

MOTION: Chairman Adams moved to approve the ARP Committee December 21, 2021 and January 11, 2022 special meeting minutes.
SECOND: Commissioner Stewart
VOTE: UNANIMOUS (2-0)

4. ITEMS OF BUSINESS

- A. Introduction of ARP Program Manager

Amy Cannon, County Manager, introduced Brenda Jackson as the ARP Program Manager and stated she has been working in that capacity since the second week in February. Ms. Cannon stated Ms. Jackson has been busy setting up a structure and getting organized to work through the projects the ARP Committee selected to move forward.

B. Consideration of Broadband Request for Proposals

BACKGROUND

A Request for Proposal (RFP) was developed to identify private sector broadband providers interested in applying to the State for the 2021-2022 Growing Rural Economies with Access to Technology (GREAT) Grant through a partnership with Cumberland County. The RFP was issued on Tuesday, February 22, 2022. The deadline for response was Thursday, March 10, 2022. (The RFP is included herein as Attachment A.)

The responses to the RFP are under review and will be shared with the ARP Committee at the meeting Monday, March 14, 2022.

Ms. Cannon presented the background information recorded above and stated a proposal from Brightspeed has also been provided (included herein as Attachment B). Ms. Cannon stated two responses were received by the deadline and one respondent was disqualified as the response was not in compliance with the RFP; critical information was marked as confidential and proprietary. Rick Moorefield, County Attorney, stated that respondent was also disqualified because some of the attachments were not included.

Commissioner Jimmy Keefe, ARP Committee Chairman, arrived 9:35 a.m.

Ms. Cannon stated the total projected cost in the proposal from Brightspeed was \$7.5M with a projection to provide fiber in front of 2,017 homes at a cost per premise of roughly \$3,700. Ms. Cannon stated Brightspeed would apply for a \$4M GREAT grant, the county's match using ARP funds would be \$1M, and Brightspeed would contribute \$2.5M to the project. A map was displayed, and Ms. Cannon stated Brightspeed is trying to hit the greatest number of homes at the lowest cost possible in key areas that are underserved. Questions followed.

MOTION: Chairman Adams moved to approve the RFP proposal from Brightspeed with the \$1M county match and move to the March 21, 2022 Board of Commissioners' agenda for consideration.

SECOND: Commissioner Stewart

VOTE: UNANIMOUS (3-0)

C. ARPA Program Updates

1. Small Business Economic Assistance Program

BACKGROUND

As of Friday, March 11, 2022, 110 applications have been submitted for the Small Business Economic Assistance Program. The total amount requested is \$5.4M, of which approximately \$604,000 exceeds the cap of \$50,000 per application.

At the ARP meeting on Monday, staff will present the following:

- Application Review Guidelines and Process
- Establishment of Application Deadline

Ms. Jackson stated 110 applications have been submitted for the Small Business Economic Assistance Program as of March 11, 2022. Ms. Jackson referenced a spreadsheet (included herein as Attachment C) outlining information about the SBEAP applications. Ms. Jackson stated the total amount requested is \$5.4M, of which approximately \$604,000 exceeds the cap of \$50,000 per application. Ms. Jackson stated the budget is \$3.5M. Ms. Jackson referenced the SBEAP Application Review Guidelines (included herein as Attachment D) that was created as a methodology to review the applications. Ms. Jackson stated the Background, Program Overview and Qualifying Conditions on pages 1 and 2 are based on the ARPA of 2021 Small Business Economic Assistance Policy No. 10-2.9 that was approved on January 18, 2022 by the Board of Commissioners. Ms. Jackson stated the Application Review Methodology beginning in page 3 includes the way in which county ARP staff propose to review the applications. Ms. Jackson referenced the Application Review & Award Process steps on page 4. Ms. Jackson reviewed steps 3.a. – 3.f. on page 4. Ms. Jackson stated on approval of SBEAP Application Review Guidelines, applicants will be contacted to let them know where they are in the process.

Chairman Adams stated of those businesses that have already received money, he would like it clarified as to which ones have to pay the money back and which ones do not have to pay the money back. Chairman Adams asked that parent companies with additional companies be distinguished from other business types. Ms. Jackson responded to questions posed about the spreadsheet outlining the SBEAP applications and discussion followed about whether businesses that had not already received money and those who had to pay money back should be focused on first; and whether a deadline should be set for the submission of applications and notice provided of the same. Chairman Adams suggested a deadline of March 31, 2022 and then go from there to see what happens; if more than the \$3.5M as initially set is needed, a request can be made of the Board to increase that amount.

Commissioner Keefe stated it is imperative that the metrics are consistent, comparable and transparent throughout the process and asked what would disqualify an applicant on the SBEAP spreadsheet presented at this meeting. Tye Vaught, Management Analyst, stated the spreadsheet provided at this meeting only contains raw data. Mr. Moorefield stated anyone on the spreadsheet who does not agree to do something that is a public purpose will be disqualified. Mr. Moorefield provided examples and stated hiring a low to moderate individual is a public purpose, creating and keeping jobs is a public purpose, and providing goods and services in a qualified census tract is a public purpose. Mr. Moorefield stated these are not grants and contracts using a standard template will have to be signed.

Ms. Jackson explained ARP staff cannot answer some of the questions posed by the ARP Committee, such as who did not qualify, until the ARP Committee approves a formalized process and staff begin reviewing applications under that process. Discussion followed about federal guidelines and metrics and Ms. Jackson further reviewed the Application Review & Award Process under the SBEAP Application Review Guidelines. Ms. Cannon stated the spreadsheet outlining the SBEAP applications was provided so the ARP Committee so it could get a general idea of the types of applications being received and at the next meeting, staff hope to provide award recommendations for the ARP Committee to consider. Ms. Cannon stated the request at this meeting is to consider approval of the process guidelines and a date for curtailing application submissions.

MOTION: Chairman Adams moved to approve the methodology and to set a March 31, 2022 deadline as a cut off for the acceptance of applications.
SECOND: Commissioner Stewart
VOTE: UNANIMOUS (3-0)

2. Aid to Non-Profit Organizations

Ms. Jackson stated 54 proposals were received in response to the RFP that was issued for a total of \$22.7M in funds being requested (Attachment E); the budget allocation is \$3.5M and because this is an RFP process, the names of the responding non-profits cannot be disclosed. Ms. Jackson stated staff are working on the application review process for non-profit organizations, a risk assessment has to be conducted and conflict of interest guidelines are being developed in conjunction with county legal. Ms. Jackson stated these guidelines will be brought before the ARP Committee for consideration at its next meeting. Ms. Cannon stated the 54 proposals are still in the Purchasing Department and many non-profits did not fill out the budget sheet thoroughly or properly and it was thought that perhaps the RFP was not as clear as it should have been. Ms. Cannon stated as a result, Finance sent out the budget sheet separately as a Request for Clarification to be completed and returned by March 18, 2022. Ms. Evans explained the Request for Proposal process.

Commissioner Stewart asked whether the Request for Clarification was holding up the entire non-profit process to which Ms. Evans responded in the affirmative. Mr. Moorefield stated the county has to use the federal procurement process. Questions followed about programs provided by the non-profits. Ms. Cannon stated staff have not yet seen any of the proposals and is unable to determine the types of programs at this time. Ms. Evans stated the respondents had a choice to select from the list of allowable ARPA categories. Discussion followed. Chairman Adams stated the website needs to reflect where the county is in the process. Commissioner Stewart suggested including the steps in the process leading up to the award of funds. Ms. Cannon stated metrics for non-profits will be brought to the ARP Committee for consideration.

3. Homeless Partnership

Ms. Cannon stated there were no responses to the first RFP and the RFP has been sent out again with responses due March 18, 2022. Ms. Cannon stated since that time there have been discussions between the county and the hospital; the hospital has interest in the homeless shelter and transitional beds within the shelter. Ms. Cannon stated as part of the discussion, the hospital is willing to be a partner in the process and would be willing to lead the construction or remodeling of the facility for a shelter. Ms. Cannon mentioned a tour of the Durham Rescue Mission on April 2, 2022 and stated the hospital CEO plans to attend the tour. A brief discussion followed.

4. Sanitary Sewer in Shaw Heights

BACKGROUND

The Shaw Heights Community is located at the intersection of Murchison Road (N.C. Highway 87 & 210) and Shaw Road. It is bounded on the north by Fort Bragg, east by Murchison Road, on the south by the southern edge of the Julie Heights Subdivision, and the Public Works Commission water supply land area on the west. Its western and southern border is the City of Fayetteville. The Shaw Heights Community contains approximately 316 acres.

The Shaw Heights area is a historically underserved community in the Greater Fayetteville and Cumberland County Area. Approximately 89 percent of the residences in the Area were constructed between 1949 and 1969 and utilize septic systems. According to several reports ranging from 2008 to 2021, many of the septic systems have failed and required repair or have been abandoned in place. These septic failures are largely due to their antiquated design methods, poor soil conditions in the area, the age of the systems and a lack of proper maintenance by the homeowners. The average useful life of a septic system is 20 to 30 years while most of the systems have been in place for over 50 years. A malfunctioning septic system poses a health hazard to the residents and surrounding community. Moorman, Kizer and Reitzel's September 2021 Preliminary Engineering corroborates these assumptions and supports that this would be an infringement of the Clean Water Act of 1972.

The 2008 Shaw Heights Land Use Plan performed by the Comprehensive Planning Section of the Cumberland County Planning and Inspections Department and adopted by the Cumberland County Board of Commissioners identified failing septic systems as an issue. It also surveyed the residents on several occasions and need for a sanitary sewer system was always identified within the top three items listed as concerns for the community.

The 2021 Preliminary Engineering Report evaluated four alternatives for providing reliable sanitary sewer service to the Shaw Heights Area. Those were: Alternative Number 1 – No Action; Alternative Number 2 – Operating the existing septic sewer systems in compliance with health regulations; Alternative Number 3 – Prepackaged Sanitary Sewer Treatment Plant and Alternative Number 4 – Gravity Sanitary Sewer Extension Connection to Fayetteville PWC Sanitary Sewer. Alternative Number 1 was determined to be infeasible due to the serious risk to human health. Alternative Number 2 was considered infeasible because complying with regulations would require all systems to be inspected and repairs such as drain field replacements be completed. In addition, many properties have already used any available repair areas leaving no additional location on the property to create a new drain field. Furthermore, with most of the residents living below the poverty line, only a few would have the funds to make the required repairs. Alternative Number 3, the Prepacked Sewer Treatment Plant is cost-prohibitive at an estimated cost of \$22 million and would require extensive earthwork.

Alternative Number 4, the Gravity Sanitary Sewer Extension Connection to the Fayetteville PWC Sanitary Sewer was deemed feasible and highly recommended at a projected cost of \$12 million including the design. The projected average monthly sewer billing is \$94.62 with the current projected 268 connections.

RECOMMENDATION

Determine if an Inter-Local Agreement between the City of Fayetteville, Cumberland County and Fayetteville PWC is feasible where PWC will be the owner and operator of the system once it is constructed in addition to determining how or if Shaw Heights would be annexed into the City of Fayetteville.

As per the Preliminary Engineering Report, the project from survey through design, bid award and construction is projected to take 39 months.

Ms. Cannon referenced the information recorded above and the alternatives provided therein with connection to PWC being the most optimal solution. Ms. Cannon stated the projected cost is \$12 million and the projected average monthly sewer billing is \$94.62 with the current projected 268

connections. Ms. Cannon stated the County Attorney is working on an interlocal agreement with PWC and the City of Fayetteville; the county will construct the system and then hand it over to PWC to own and operate. Ms. Cannon stated before further steps are taken, the county needs to be sure PWC and the City of Fayetteville are amenable to the arrangement because PWC needs to get the city's permission to extend sewer without annexation. Mr. Moorefield clarified the city can, but does not have to, require voluntary annexation to run sewer lines. Mr. Moorefield also stated the county would have to align with the EPA's Clean Water State Revolving Fund (CWSRF) and build for existing customers because it cannot just lay lines for future development. Chairman Adams suggested using infrastructure funds as opposed to ARPA funds. Commissioner Keefe asked the amount set aside for sanitary sewer in Shaw Heights. Ms. Cannon responded \$12M. Jermaine Walker, Engineering and Infrastructure Director, explained how that number was derived from the preliminary report by Moorman, Kizer and Reitzel. Questions and discussion followed. Staff were asked to look at the infrastructure funds and any other grant funds that may be available for sanitary sewer in Shaw Heights while continuing to look at ARPA funds.

5. Affordable Housing in Shaw Heights

Ms. Cannon referenced contiguous properties in the Shaw Heights area and stated staff are in the process of conducting the geo-technical work to make sure the property is suitable for multi-family housing. Ms. Cannon stated the hope is to have the information back in about 30 days so it can be brought to the ARP Committee. Chairman Adams stated there also needs to be a master plan before any building begins. Comments followed about whether a location for the new E.E. Smith High School. Commissioner Keefe stated the Board of Education, City of Fayetteville and the county need to get together to put together a comprehensive plan.

D. Consideration of Financial Compliance Requirements & Policies by Finance Director and General Manager of Financial Services

1. SLFRF Compliance & Reporting Guidelines Version 3.0 Issued February 28, 2022 Category Changes
2. ARPA Grant Project Budget Ordinance Proposed Revisions for Appropriation of CSLFRF Funds

Ms. Evans referenced proposed revisions to the ARPA Grant Project Budget Ordinance and stated a lot of the category changes were issued February 28, 2022 as updates to the SLFRF Compliance & Reporting Guidelines related to expenditure categories that coincide with the final rule. Ms. Evans stated the county has to provide quarterly reports with the next report due April 30, 2022 for the quarter ending March 31, 2022. Ms. Evans stated staff are seeking approval with regard to revenue replacement election that has to be done prior to March 31, 2022 in order to be reported in the report due April 30, 2022.

Commissioner Keefe posed questions about the March 2022 Adjustments/Appropriation of CSLFRF Funds column. Ms. Cannon stated staff recommendation is to elect to do the revenue replacement and move Narcan funds to the nonprofit category, decrease the FTCC allocation by \$2M and use \$1M as a county match for Broadband.

Ms. Evans conducted a review of the spreadsheet (included herein as Attachment F) with revisions to the ARPA Grant Project Ordinance, to include reporting codes and project descriptions, and stated

approval of the Board of Commissioners is needed on the revenue replacement and changes to the Grant Project Ordinance. Questions followed.

MOTION: Chairman Adams moved to prepare a budget ordinance amendment for the changes and the categories and that it be moved to the Board of Commissioners' March 21, 2022 meeting agenda subject to the County Attorney's conference with the Finance Director on the Board of Commissioners' meeting room.

SECOND: Commissioner Stewart


VOTE: UNANIMOUS (3-0)

5. ADJOURN

There being no further business, the meeting adjourned at 11:10 a.m.

Approved with/without revision:

Respectfully submitted,


Candice H. White
Clerk to the Board



**CUMBERLAND COUNTY
COUNTY MANAGER'S OFFICE**

**REQUEST FOR PROPOSAL (RFP)
22-24-CTY GREAT GRANT PARTNERSHIP**

Date of Issue: Tuesday, February 22, 2022

Deadline for Questions: Wednesday, March 2, 2022 (By 4:00 PM)

Proposal Due Date: Thursday, March 10, 2022 (By 4:00 PM)

Direct all inquiries concerning this RFP to:

Lorena Santos

Purchasing Manager

Email: cumberlandpurchasing@co.cumberland.nc.us

Phone: 910-678-7743

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

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1.0 PURPOSE AND BACKGROUND

The purpose of this RFP is to identify private sector broadband providers which will apply to the State for the 2021 – 2022 Growing Rural Economies with Access to Technology (GREAT) Grant and with which Cumberland County may partner by providing match funding.

2.0 PROPOSAL INSTRUCTIONS & REQUIREMENTS

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

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

2.2 PROPOSAL SUBMITTAL

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

| Mailing address for delivery of proposal via US Postal Service | Office Address of delivery by any other method (special delivery, overnight, or any other carrier) |
|--|--|
| <p><i>PROPOSAL TITLE:</i> <i>RFP 22-24-CTY GREAT GRANT PARTNERSHIP</i></p> <p><i>Cumberland County Purchasing Office</i> <i>Attn. Lorena Santos</i> <i>PO Box 1829</i> <i>Fayetteville, NC 28302</i></p> | <p><i>PROPOSAL TITLE:</i> <i>RFP 22-24-CTY GREAT GRANT PARTNERSHIP</i></p> <p><i>Cumberland County Purchasing Office</i> <i>Attn. Lorena Santos</i> <i>117 Dick Street</i> <i>4th Floor, Room 451</i> <i>Finance Department</i> <i>Fayetteville, NC 28301</i></p> |

IMPORTANT NOTE: All proposals shall be physically delivered to the office address listed above on or before 4:00 pm, as per the clock located in the Purchasing Office of the Finance Department on **Thursday, March 10, 2022** regardless of the method of delivery. All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the vendor. It is the sole responsibility of the Vendor to have the proposal to the Cumberland County Finance Department by the submission deadline. Any proposal received after the proposal submission deadline will be rejected.

- a) Submit one (1) signed, original executed proposal response, [4] photocopies, [1] electronic copy on CD or flash drive.

RFP 22-24-CTY GREAT GRANT PARTNERSHIP

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

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

2.3 PROPOSAL QUESTIONS

Written questions shall be emailed to CumberlandPurchasing@co.cumberland.nc.us by 4:00 pm on **Wednesday, March 2, 2022**. Vendors should enter "RFP 22-24-CTY GREAT GRANT PARTNERSHIP: Questions" as the subject for the email. Questions will not be answered by phone. Questions submittals should include a reference to the applicable RFP section.

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

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

2.4 RFP TERMS & CONDITIONS

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

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

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

3.0 NOTICES TO VENDOR

3.1 PROHIBITED COMMUNICATIONS AND CONFIDENTIALITY

PROHIBITED COMMUNICATION: Each vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any employees or members of the board of commissions of the County except the person designated in this RFP. A vendor not in compliance with this provision may be disqualified from contract award.

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

3.2 PROPOSAL COMPLIANCE

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

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

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

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

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

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

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

3.3 PROPOSAL EVALUATION PROCESS

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

3.4 EVALUATION CRITERIA

The county reserves the right to partner with one or more private sector broadband providers that submit a proposal that most fully addresses the North Carolina Department of Information Technology's (NCDIT's) Scoring Matrix outlined within the GREAT Grant legislation and guidance which primarily assesses numbers of locations, speed and cost.

3.5 METHOD OF AWARD

The County reserves the right to partner with different vendors or to cancel this RFP in its entirety without partnering if it is considered to be most advantageous to the County to do so.

The County reserves the right to reject all original offers.

4.0 SCOPE OF WORK & VENDOR'S PROPOSAL CONTENT REQUIREMENTS

4.1 SCOPE OF WORK

A. LOCATION

Eligible economically distressed and unserved areas seeking to provide broadband service to homes, businesses, and community anchor points not currently served within Cumberland County. Eligible projects do not include middle mile, backhaul, and other similar projects not directed at broadband service to end users.

B. SERVICE SPECIFICATIONS

Must provide broadband at speeds of 25 Mbps download and 3 Mbps upload. Project deployments must provide minimum speeds of 100 Mbps download and 20 Mbps upload, scalable to 100 Mbps symmetrical.

C. ELIGIBILITY

Private providers of broadband services, including cooperatively organized entities, or any partnerships formed between cooperatively organized entities, private providers, or any combination thereof.

D. ADDITIONAL:

All proposals must adhere to requirements and specifications found in the North Carolina Department of Information Technology GREAT Grant Guidelines and as specified in N.C.G.S. § 143B-1373.

4.2 VENDOR'S PROPOSAL REQUIREMENTS

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

While the County's format may represent departure from the Vendor's preference the County requires strict adherence to the format. The proposals shall be in the format described below:

A. PROJECT ORGANIZATION

Vendor's proposal shall include a description of the organizational and operational structure and how it proposes to be utilized for the work described in this RFP and identify the responsibilities to be assigned to each person the vendor proposes to staff the work.

B. COST

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

C. VENDOR EXPERIENCE

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

D. REFERENCES

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

| COMPANY NAME | CONTACT NAME/TITLE | TELEPHONE NUMBER | EMAIL ADDRESS |
|--------------|--------------------|------------------|---------------|
| | | | |
| | | | |
| | | | |
| | | | |

CONTRACT TERMS AND CONDITIONS

5.1 IRAN DIVESTMENT ACT

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

5.2 E-VERIFY

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

5.3 DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

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

5.4 CONTRACT CHANGES

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

5.5 CONTRACT TERM

The Contract shall have a term as specified in the NCDIT GREAT Grant Guidelines, beginning on the date of grant award (the "Effective Date"). The CONTRACTOR shall begin work under the Contract within 1 business days of the Effective Date.

5.6 PRICING

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

5.7 INVOICES

1. Invoices must be submitted to the following address:

Cumberland County Finance Department
PO Box 1829
Fayetteville, NC 28302-1829

2. Any applicable taxes shall be invoiced as a separate item.

5.8 PAYMENT TERMS

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

5.9 APPROPRIATION OF FUNDS

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

5.10 FINANCIAL STABILITY

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

5.11 INSURANCE:

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

During the term of the Contract, the CONTRACTOR at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract.

5.12 GENERAL INDEMNITY

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

5.13 ENTIRE CONTRACT

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

5.14 CONTRACT CANCELLATION

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

5.15 LAWS AND ORDINANCES

The contract will be governed by North Carolina law.

5.16 COMPLIANCE WITH LAWS

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

5.17 CONTRACTOR REPRESENTATIONS

CONTRACTOR warrants that qualified personnel shall provide services under this Contract in a professional manner. "Professional manner" means that the personnel performing the services will possess the skill and competence

consistent with the prevailing business standards in the industry. CONTRACTOR agrees that it will not enter any agreement with a third party that may abridge any rights of the COUNTY under this Contract.

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

CONTRACTOR certifies that it has not previously or currently:

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

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

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

Attachments to this RFP begin on the next page.

ATTACHMENT A: INSTRUCTIONS TO VENDORS

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

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

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

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

12. **INSPECTION AT VENDOR'S SITE:** The County reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective vendor prior to Contract award, and during the Contract term as necessary for the County determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.
13. **AFFIRMATIVE ACTION:** The vendor will take affirmative action in complying with all Federal and County requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability.
14. **VENDOR REGISTRATION:** Vendor's are not required to register as a vendor in our system in order to submit a bid; however, registration is recommended so that vendor information is available for future opportunities. New vendors can register by visiting the following URL:
<https://ccmunis.co.cumberland.nc.us/MSS/Vendors/Registration/Default.aspx>.

This Space is Intentionally Left Blank

ATTACHMENT B: EXECUTION OF PROPOSAL**EXECUTION**

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

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

_____ The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.

_____ This proposal was signed by an authorized representative of the Contractor.

_____ The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

_____ All labor costs associated with this project have been determined, including all direct and indirect costs.

_____ The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.

_____ Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

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

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

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

ATTACHMENT C: PROPOSAL COST

Proposal cost must include:

1. Total project cost
2. An Excel spreadsheet that itemizes the eligible activities and cost estimates to include an explanation of how the costs were estimated. A final document should be submitted with the proposal.
3. The methodology or explanation of how the cost per location was calculated

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: _____

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

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

Date of latest audit: _____

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

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

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

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

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

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

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

Signature

Date

Printed Name

Title

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

ATTACHMENT E: CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ATTACHMENT F: NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

State of North Carolina County of Cumberland

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

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

Signature _____

Printed Name: _____

Title: _____

Date: _____

Subscribed and Sworn to Before Me,

This _____ day of _____, _____

Notary Public _____

My Commission Expires: _____

REQUEST FOR PROPOSAL (RFP) **# 22-24-CTY GREAT GRANT PARTNERSHIP**

Submission from Brightspeed “Brightspeed – Cumberland Fiber Upgrade Project”

4.1 Scope of Work ***A Location***

Brightspeed proposes the construction of fiber optic based internet infrastructure which will provide eligible economically distressed and unserved areas within Cumberland County, NC with broadband internet access service. These locations are not currently served within Cumberland County. Brightspeed's proposed project is directed at broadband service to end users.

Brightspeed is committed to bringing advanced broadband services to consumers and businesses in Cumberland County. Our proposed project area within Cumberland County will provide fiber broadband services to 2,017 locations.

In the area we are proposing to build to, we have identified 2,017 eligible locations in our proposed area through a combination of (1) FCC 477 census block-level speed data, (2) survey maps provided by the North Carolina Department of Information Technology based on speed results per Census Block, (3) Manual address checks for service on provider websites, and (4) Brightspeed's internal database of speeds provided to each home.

None of our proposed service area overlaps with our, or any federally funded proposed service area scheduled to be served by December 2024 (such as RDOF), ensuring that program dollars will go to connecting those who would otherwise continue to be unserved

Please refer to the attached maps detailing the service area, locations and proposed routings for Brightspeed's proposal - ***RFP 22-24-CTY GREAT Grant Partnership - Brightspeed Cumberland County NC RFP Attachment A - 4.1 A Locations - Map***

B Service Specifications

Our proposal includes the expanded deployment of state-of-the-art 1G+ capable network equipment (“XGSPON”) and the fiber necessary to deliver fiber-to-the-premises (“FTTP”) service directly to customers' homes and businesses.

The technology that will be used is XGSPON fiber-to-the-premise. XGSPON is a 10 gigabit per second (GBPS or G) symmetrical Passive Optical Network delivered via a

dedicated fiber loop to the customers' premises. This grant award will allow Brightspeed to provide high-speed symmetrical (upload and download) data up to 2 Gig (2 Gbps) transported on a single fiber from our existing ILEC central office (CO) to the customer's home or business. The XGSGPON infrastructure eliminates the need for active electronics (and the associated power, real estate and maintenance costs) in the distribution plant.

The capabilities of a fiber or Optical Distribution Network (ODN) are practically speaking limitless, offering customers an extremely reliable transport medium that is resilient in the face of bad weather - there is no service fade. XGSPON is a state-of-the-art Passive Optical Network (PON) technology that could scale up to 10 gigabits per second (GBPS) for both upload and download (i.e., symmetrical) data speeds. Together, these products will easily serve customers' needs for decades to come.

Our proposal will upgrade CenturyLink's legacy copper network, and Brightspeed is committed to leveraging the latest technology and innovations as part of its commitment to build a state-of-the-art fiber network in Cumberland County through the GREAT Grant Partnership.

C Eligibility

On August 3, 2021, Apollo Global Management, Inc. ("Apollo") and Lumen Technologies, Inc. announced a definitive agreement for Apollo to acquire the assets of Lumen's Incumbent Local Exchange Companies ("ILEC") currently operating under the CenturyLink brands, for \$7.5 billion. The new company, Connect Holding II LLC, will operate under the name, "Brightspeed." After the transaction closes following receipt of all necessary regulatory approvals (which have already been obtained for NC and most of the states in which it will operate), Brightspeed will take over all CenturyLink ILEC operations in North Carolina (and 19 other states), including its buildout and other obligations under the GREAT Grant Program. For the purposes of this application and business operations in North Carolina, we will use the future operating name "Brightspeed."

Brightspeed is the second largest ILEC in the state, with service available at 1.7M residences. With operations across 20 states in the southeastern US, Brightspeed traces its roots to the 1930s and recently as CenturyLink, Inc. (and rebranded to Lumen Technologies, Inc. in 2020). As noted, upon transaction close, Brightspeed will assume all local exchange operations of Lumen's operating telephone companies in North Carolina, including its network operations, customers and employees.

Brightspeed has received a FCC Registration Number (FRN 0031304405). Current mailing address is 1 Manhattanville Rd, Purchase, NY 10577 (Brightspeed will be headquartered in Charlotte, NC post-transaction close). Brightspeed has also received a DUNS Number and SAMS ID.

Please see the attached letter, filed with the North Carolina Utilities Commission on November 3, 2021 which further outlines the transaction between Lumen (and its North Carolina operating companies) and Apollo that has created Brightspeed (Connect Holding II LLC). Letter is included at **RFP 22-24-CTY GREAT Grant Partnership - Brightspeed Cumberland County NC RFP Attachment G – Letter to North Carolina Utilities Commission 11.03.21**

D Additional

Our proposal adheres to requirements and specifications found in the North Carolina Department of Information Technology GREAT Grant Guidelines and as specified in N.C.G.S. § 143B-1373.

4.2 Vendor's Proposal

A. Project Organization

Our proposed project area is within Cumberland County, with plans to provide fiber to 2,017 residential premises. Brightspeed is committed to bringing advanced broadband services to consumers and businesses in Cumberland County.

Brightspeed will lead this project with the relevant state and local employees engaged. Brightspeed will employ the work of subcontractors as needed to most efficiently and cost effectively construct and deploy a scalable fiber network.

For further inquiry, please contact:

Tom Dailey, VP
VP Public Policy & Government Relations
Tom.Dailey@brightspeed.com
703.801.4899

Tom Maguire
EVP & COO
Maguire@brightspeed.com
917.693.8534

B. Cost

An excel spreadsheet of the project budget is attached in **RFP 22-24-CTY GREAT Grant Partnership - Brightspeed Cumberland County NC RFP - Attachment C: Proposal Costs**. The project is estimated to cost \$7,580,000, and we are requesting \$4,000,000 of those project costs to be funded through the State GREAT Grant Program. We are also requesting \$1,000,000 from the county of Cumberland. Thus, Brightspeed would be providing capital of \$2,580,000, a funding match of 34%.

At a total cost of \$7,580,000, we expect to connect 2,017 locations at a cost-per-prem of \$3,758.

The above build assumes that Cumberland County will provide approx. \$1M, or 13%, in match funding. If Cumberland County cannot commit to \$1M in matching funds, the final submitted locations and total costs may change for the GREAT application.

Furthermore, if Cumberland is able to commit to more than \$1M, we could expand the build to include more eligible locations.

Our proposal's cost is all-inclusive (excluding sales tax), and itemized to show the eligible activities and cost estimates with explanation of how costs are established to the extent possible.

Refer to *RFP 22-24-CTY GREAT Grant Partnership - Brightspeed Cumberland County NC RFP - Attachment C: Proposal Costs*

C. Vendor Experience

Brightspeed is a North Carolina-based communications and IT services company enabling customers to transform their businesses and lives through innovative technology solutions. The company operates today as Lumen (and its operating telephone companies), and post-transaction close as Brightspeed, and provides broadband, voice, video, data, and manages the services over an expansive network across 20 states. Brightspeed's mission is to take the existing Lumen copper-based infrastructure and upgrade the network to fiber, and in the process to leverage public grants to expand upon the company's own fiber-build plans.

Brightspeed's team (through its predecessor operating companies) has completed hundreds of internet service infrastructure projects in North Carolina, and thousands of projects nationwide. It has also completed dozens of state-funded internet service infrastructure projects across the country. To date, Brightspeed's predecessor, Lumen (and its operating companies), have met their grant obligations and has not paid any penalties related to any internet service infrastructure project funded through federal or state grant programs. Neither Lumen's North Carolina operating companies nor Brightspeed have been a defendant in any federal or state criminal proceeding or civil litigation as a result of participation in an internet service infrastructure project funded through federal or state grant programs.

Brightspeed is led by a group of executives responsible for building the nation's largest FTTx network. Executive summaries and experience for key executives and professionals involved in this project are listed below.

Bob Mudge
Chief Executive Officer

Bob's leadership roles at Verizon and other telecommunications entities span the gamut from network operations to marketing and strategy. He has deep expertise in public and private companies and has served as an advisor to multiple private equity firms. While the breadth and depth of his industry experience is crucial in his role as Brightspeed's Chief Executive Officer, his ability to develop excellent teams that deliver exceptional customer service and growth sets him apart in the industry.

Chris Creager
Chief Administration Officer

Chris brings a wealth of leadership experience in transforming wireline telecom businesses and driving customer growth. During his tenure with Verizon, he led large network and multi-billion-dollar business units that created powerful fiber optic access to millions of homes and businesses. Highly skilled in leading telecom mergers and acquisitions, Chris is focused on ensuring that Brightspeed delivers all its brand implies, for customers and employees.

Tom Maguire
Chief Operating Officer

Tom's telecommunications experience spans four decades, from an early career as a field technician to subsequently leading many facets of the business. This experience brings a unique perspective to Brightspeed's business model and influences Tom's belief that operations is most effective when it works with other parts of the organization to provide the best customer experience. Tom looks forward to engaging the Brightspeed operations teams to leverage state-of-the-art technology to serve existing and future customers.

Ashok Kumar
Chief Technology Officer

As a visionary at Verizon and its predecessor company for over two decades, Ashok built systems that ran the first large scale deployment of Fiber to The Home Network (Verizon Fios) and spent a decade helping Verizon scale Fios into the most reliable broadband in America. Most recently, he enabled its brick-and-mortar business into digital first engagement for over 100 million wireless and Fios customers. As Chief Technology Officer, Ashok's experience and leadership will play a vital role in delivering Brightspeed's planned fiber optics transformation.

Colon McLean
Chief Human Resources Officer

Colon's HR leadership experience is rooted in the Carolinas where he served Duke Energy for twenty-two years. Colon has led large human resources organizations within

public and private equity-backed companies in the greater Chicago area since 2008 and is excited to return to his hometown of Charlotte to lead the human resources function for Brightspeed.

Steve Tugentman
Chief Legal Officer

Steve is excited to join Brightspeed's mission to bridge the digital divide and connect the most underserved areas. In multiple leadership positions in Legal over a 30-year career at Verizon, Steve's teams helped transform the telecommunications business, from sales and marketing, to technology, centralized services, policy and operations. His objective at Brightspeed is to position the Legal Department as a competitive advantage for growth and development of the business.

Christie Grumbos
Chief Financial Officer

Christie is responsible for Brightspeed's finance, accounting and treasury operations and will direct capital planning and investment initiatives to drive the company's \$2 billion fiber optics transformation plan. Christie's financial, operational and leadership experience spans more than 25 years, most recently with Terminix, where she served as Chief Financial Officer of Residential business and oversaw the company's long-term corporate development and strategy as Senior Vice President of Mergers and Acquisitions.

Courtland Madock
Chief Marketing Officer

Courtland brings more than 13 years of experience at UScellular, where she led the transformation of the company's high-speed internet product line and grew market share in a fiercely competitive and predominantly rural consumer footprint. At Brightspeed, she will focus on growing sales, marketing Brightspeed's innovative product line, creating a customer experience second to none, and building recognition of the Brightspeed brand with every current and potential customer.

Tom Dailey
VP Privacy, Compliance, Regulatory & Policy

Tom is a senior global technology and business leader and former chief legal officer with more than 25 years of telecommunications, media and technology (TMT) leadership experience at Fortune Top 20 company, Verizon. An advisor to C-suite executives on legal, strategy, policy and regulatory matters, Tom heads up the company's public policy and government relations, regulatory, privacy and compliance functions. Tom and the rest of the Brightspeed team are focused on bringing fiber broadband to rural America.

John Livecchi
Director of Engineering

A results-oriented decision-maker with 30+ years of technical and hands-on experience, leading large and small teams working across OSP engineering, construction, operations, regulatory, supply chain, and sourcing. Extensive FTTx Engineering, Design, Inventory Planning, and Regulatory Compliance experience at major telecom firms including Charter and Verizon.

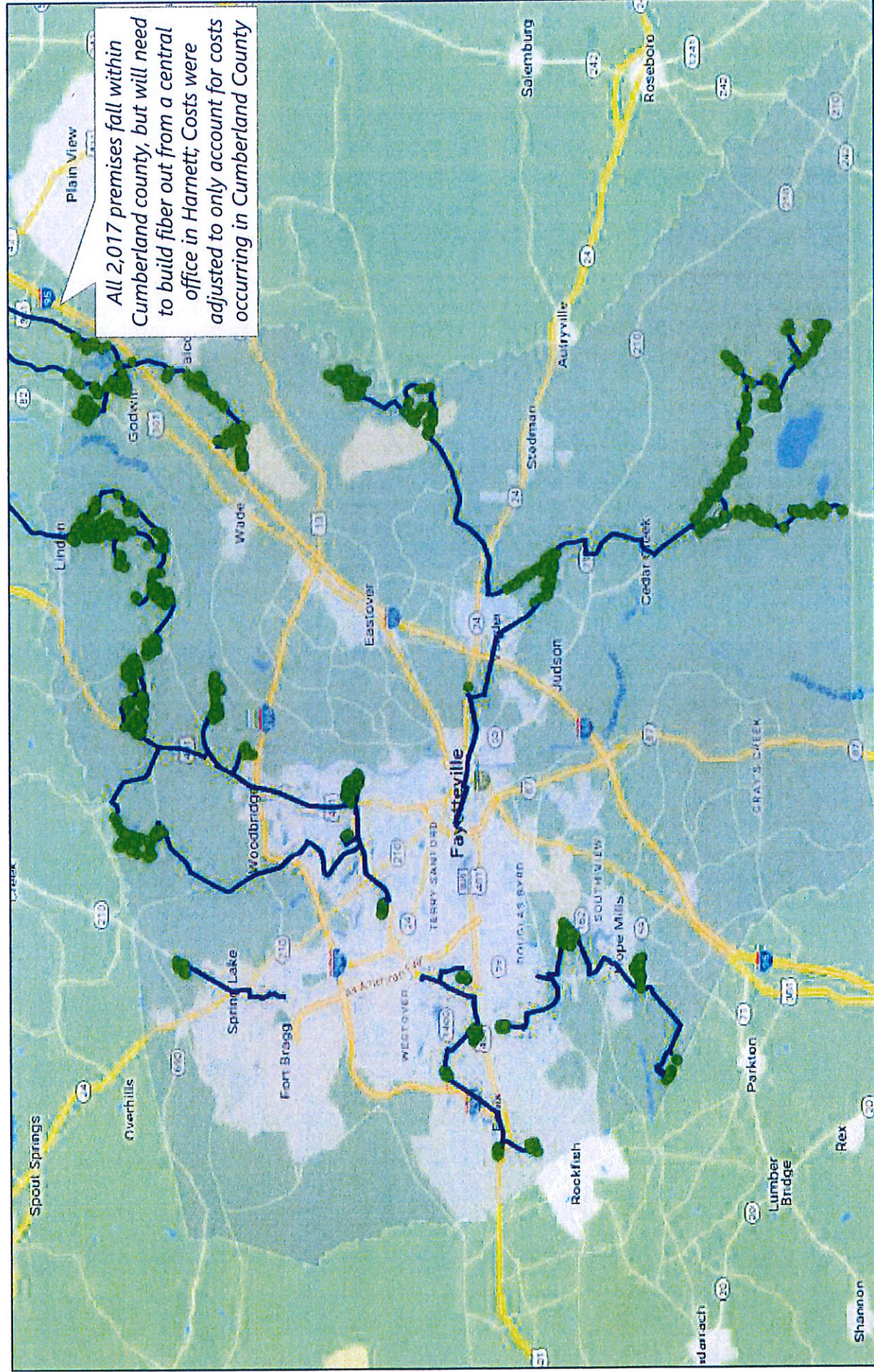
D. References

Brightspeed's broadband infrastructure project will have a significant economic impact on the communities that the company will serve, because broadband speeds (and network performance) will increase dramatically to levels that can readily accommodate consumers and businesses seeking to access services and products via the Internet. The proposed project will significantly increase the ability of Brightspeed customers to work from home, increase tele-learning and educational opportunities, and improve business' ability to access the internet and hosting services and the efficiency gains that come with that access. The proposed project will allow greater access to critical services of all kinds ranging from tele-health to government programs and services. From an infrastructure standpoint, our project will not impair our ability (or competing providers), to extend broadband service to adjacent areas.

In practical terms, Brightspeed's project will provide broadband access and allow patients to link to medical providers for direct consultation, remove geographical barriers and allow people to receive the medical care when it's needed. The project will enable high speed internet which has become such a necessity for distance learning by students of all ages as our experiences with COVID-19 have vividly demonstrated. Broadband is needed for every level of education from kindergarten through high school to college, and Brightspeed's project will help make that access a reality.

Brightspeed's team (via its predecessor, Lumen) currently has multiple projects ongoing with North Carolina counties of a similar size and undertaking as the proposed project. Please reach out to the following references who can attest to our ability to construct, operate, manage, and maintain a broadband network.

| | <i>County Name</i> | <i>Contact Name, Title</i> | <i>Telephone #</i> | <i>Email Address</i> |
|---|--------------------|---|---------------------|--|
| 1 | Pamlico County | Beth Bucksot, County Director of Economic Development | (252)-745-3081 | beth.bucksot@pamlicocounty.org |
| 2 | Franklin County | William Doerfer, Assistant County Manager | 919-496-5994, Ext 3 | wdoerfer@franklincountync.us |
| 3 | Johnston County | Rick Hester, County Manager | 919-989-5100 | rick.hester@johnstonnc.com |



— Grant Planned Fiber Route County Application Area ● Routed Location

ATTACHMENT B: EXECUTION OF PROPOSAL**EXECUTION**

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

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

X

The County has the right to reject any and all proposals or reject specific proposals with deviated/omitted information, based on the County's discretion if the omitted information is considered a minor deviation or omission. The County will not contact vendors to request required information/documentation that is missing from a proposal packet. Additionally, if the County determines it is in its best interest to do so, the County reserves the right to award to one or more vendors and/or to award only a part of the services specified in the RFP.

X

This proposal was signed by an authorized representative of the Contractor.

X

The potential Contractor has determined the cost and availability of all materials and supplies associated with performing the services outlined herein.

X

All labor costs associated with this project have been determined, including all direct and indirect costs.

X

The potential Contractor agrees to the conditions as set forth in this RFP with no exceptions.

X

Selection of a contract represents a preliminary determination as to the qualifications of the vendor. Vendor understands and agrees that no legally binding acceptance offer occurs until the Cumberland County Board of Commissioners, or its designee, executes a formal contract and/or purchase order.

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

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

| | | |
|---|---|---------------------------------------|
| VENDOR: <u>BRIGHTSPEED (CONNECT HOLDINGS)</u> | | |
| STREET ADDRESS: <u>ONE MONROVILLIE RD</u> | P.O. BOX: <u>5</u> | ZIP: <u>16577</u> |
| CITY & COUNTY & ZIP: <u>PURCHASE NY 10057</u> | TELEPHONE NUMBER: <u>(917) 693-8534</u> | 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: <u>THOMAS MAGUIRE SUPP COO</u> | FAX NUMBER: | |
| VENDOR'S AUTHORIZED SIGNATURE: <u>[Signature]</u> | DATE: <u>3/9/22</u> | EMAIL: <u>MAGUIRE@BRIGHTSPEED.COM</u> |

- * **Note:** The below proposed total costs are based on the assumption that Cumberland County will provide approx. \$1M in match funding and assumed award of \$4M from the State GREAT Program; If Cumberland County cannot commit to \$1M in matching funds, the final submitted locations and total costs may change; Further, if Cumberland is able to commit to more than \$1M, we may be able to build to additional locations

| 1 Total Project Costs | | Notes |
|---|--------------------|--|
| Total Project Costs | \$7,580,000 | |
| 2 Itemized Eligible Activities & Cost Estimates | | |
| Easements | \$25,000 | Maximum fees allocated to easements per NCDIT rules |
| Testing | \$5,000 | Maximum fees allocated to testing per NCDIT rules |
| Construction, Equipment & Related Serv | \$7,550,000 | Includes all costs related to design, engineer, lease, construct, and install fiber to each location |
| Total Costs | \$7,580,000 | |
| Total Locations | 2,017 | |
| Cost Per Premise (CPP) | \$3,758.06 | |

3 Methodology

Leveraging proprietary fiber optimization software, Brightspeed evaluated numerous build scenarios and related costs to maximize eligible locations served. The identification of eligible locations leveraged public and private data which were then the base for optimizing the fiber routes. Leveraging planned fiber builds that Brightspeed will deploy with their own capital, Brightspeed is able to propose an RFP with more economical costs than a new independent build to all of the eligible locations. The total cost was calculated based on benchmarked costs per fiber mile plus additional equipment costs to upgrade central offices for Cumberland county as well as final service installation costs to connect locations. The Cost per Premise (CPP) is calculated as the total costs divided by the total eligible locations planned to be served for a final CPP of approximately \$3,758 (see above).

4 Estimated Great Award Match

| | Match Percent | |
|--------------------------------|--------------------|-------------|
| Estimated NC State GREAT Award | \$4,000,000 | 53% |
| Cumberland County Match | \$1,000,000 | 13% |
| Brightspeed Capex Contribution | \$2,580,000 | 34% |
| Total Cost | \$7,580,000 | 100% |

ATTACHMENT D: CERTIFICATION OF FINANCIAL CONDITION

Name of Vendor: BRIGHT SPEED (CONCRETE HOLDINGS II LLC)

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

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

Date of latest audit: _____

☒ 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 THOMAS MINGOIN Date 3/9/22
Printed Name THOMAS MINGOIN Title EUP & COO

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

ATTACHMENT E: CERTIFICATION REGARDING LOBBYING

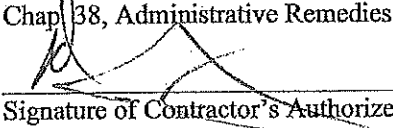
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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


Signature of Contractor's Authorized Official

Thomas Maguire EVP & COO
Name and Title of Contractor's Authorized Official

3/9/22
Date

ATTACHMENT F: NONCOLLUSION AFFIDAVIT

NON-COLLUSION AFFIDAVIT

State of North Carolina County of Cumberland

THOMAS MAGUIRE, being first duly sworn, deposes and says that:

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

Signature

Printed Name: THOMAS MAGUIRE

Title: EVP & COO

Date: MARCH 9, 2022

Subscribed and Sworn to Before Me,

This 9th day of MARCH, 2022

Notary Public Ramona D. Notarianni

My Commission Expires: JUNE 27, 2022





Jeanne W. Stockman
Associate General Counsel, Public Policy
100 Parkman Grant Drive
Cary, NC 27519
tel: 984-237-1330
Jeanne.W.Stockman@lumen.com

November 3, 2021

Shonta Dunston, Chief Clerk
North Carolina Utilities Commission
4325 Mail Service Center
Raleigh, NC 27699-4325

RE: Docket Numbers: P-7 Sub 1297, P-10 Sub 910, P-35 Sub 155, P-1650 Sub 2

Notice Regarding the Transfer of Lumen ILECs - Carolina Telephone & Telegraph Company, LLC d/b/a CenturyLink, Central Telephone Company d/b/a CenturyLink, and Mebtel, Inc. d/b/a CenturyLink and CenturyTel Broadband Services, LLC

Dear Ms. Dunston:

Connect Holding LLC ("Connect Holding"), an affiliate of Apollo Global Management, Inc. ("AGM"), and Lumen Technologies, Inc. ("Lumen") notify the North Carolina Utilities Commission (the "Commission") that the parties plan to consummate a transfer of ownership and control of the following Lumen ILEC subsidiaries: Carolina Telephone & Telegraph Company, LLC d/b/a CenturyLink, Central Telephone Company d/b/a CenturyLink, and Mebtel, Inc. d/b/a CenturyLink ("Acquired ILECs"). Additionally, the parties plan to transfer ownership and control of CenturyTel Broadband Services, LLC ("CTBS"), which has recently been granted certificates of authority by the Commission to operate as a competing local provider and an interexchange provider in North Carolina (see Docket P-1650, Subs 0 and 1). CTBS has an application pending for designation as an eligible telecommunications carrier for purposes of receiving Rural Digital Opportunities Fund Support ("RDOF").

The transaction will involve a change in the ultimate ownership of the Acquired ILECs and CTBS. As a result of the transaction, Connect Holding will acquire control of the Acquired ILECs and CTBS's assets, operations, customers, including applicable RDOF obligations and funding related to these entities. However, the Acquired ILECs will continue to serve their existing customers in North Carolina through their current authorizations under the same rates, terms and conditions. As such, for all practical purposes, the transaction will be transparent to customers other than a simple brand name change.

Connect Holding and Lumen understand that Commission approval is not required to complete the transaction described herein, and the parties provide this Notice pursuant to Commission Rule R17-8(b).¹ The parties intend to close the transaction by mid-2022.

DESCRIPTION OF THE PARTIES

A. Connect Holding LLC

Connect Holding, the transferee, is a Delaware limited liability company with its headquarters at 1 Manhattanville Road, Suite 201, Purchase, New York 10577. Connect Holding is an affiliate of Apollo Global Management, Inc. (“AGM”), a Delaware corporation, and a subsidiary of Connect Parent Corporation, a Delaware corporation that is in turn controlled by AP IX Connect Holdings, L.P., a Delaware limited partnership. Connect Holding, Connect Parent, and AP IX Connect Holdings are each holding companies created for the purposes of facilitating the transaction, and each of these entities is ultimately controlled by Apollo Investment Fund IX, L.P., a Delaware limited partnership that is affiliated with AGM.

Founded in 1990, AGM is a publicly traded U.S. company and one of the largest alternative asset managers in the world, with over 1,000 employees, managing money for some of the largest endowments, educational institutions, and pension funds in the country. As of March 31, 2021, AGM managed \$461 billion in credit, private equity, and real assets funds. The principals of AGM and its subsidiaries (collectively, “Apollo”) manage various funds, including the funds involved in this transaction, and provides strategic and financing advice to the Apollo funds’ portfolio companies.

Apollo is an experienced investor in communications companies. Apollo and its managed investment funds have a long, proven track record of successful investments in communications and technology companies stretching back nearly 15 years, including CableCom, Unitymedia, and Intelsat. Its current communications holdings include Intrado Corporation and its various operating subsidiaries, a provider of CLEC-based tandem, VoIP, E911 and related solutions, and international telecommunications services.

B. Lumen, the Acquired ILECs and CTBS

Lumen is a publicly traded Louisiana corporation with its headquarters at 100 CenturyLink Drive, Monroe, Louisiana, with its common stock traded on the New York Stock Exchange under the symbol “LUMN.” Formerly known as CenturyLink, Inc., Lumen is an international facilities-based technology and communications company focused on providing business and residential customers with a broad array of integrated services and solutions necessary to fully participate in our rapidly evolving digital world. Through its various operating subsidiaries, Lumen provides

¹ CTBS has not entered into any interconnection agreements with any incumbent local exchange carriers in North Carolina. Connect Holding and Lumen filed an application with the FCC regarding the Transaction on September 1, 2021, which is available at <https://ecfsapi.fcc.gov/file/10901068868912/Connect%20Holding%2C%20LLC%20Application%20and%20Public%20Interest%20Statement.pdf>.

broadband, voice and other services including IP and Data Services (VPN, Ethernet, IP and Content Delivery Networks), Transport and Infrastructure (Wavelength, Dark Fiber, Private Line, Colocation and Data Center Services, and Professional Services), Voice and Collaboration Services (Voice, VoIP), and IT and Managed Services. Lumen subsidiaries operate as CLECs in all 50 states and as ILECs in 37 states. In addition, Lumen currently serves customers in more than 60 countries around the globe.

Lumen itself does not offer services in North Carolina and is not certificated by the Commission, but is the ultimate parent of various North Carolina operating subsidiaries. The North Carolina operating subsidiaries are listed in the table below, including how control of them will be impacted by the transaction.

| | | | |
|---|----------------------|--------------------------------|-----------------------------|
| Broadwing Communications, LLC | IXC | Docket P-1257 | Remain with Lumen |
| Carolina Telephone & Telegraph Company, LLC d/b/a CenturyLink | ILEC | Docket P-7 | Transfer to Connect Holding |
| Central Telephone Company d/b/a CenturyLink | ILEC | Docket P-10 | Transfer to Connect Holding |
| CenturyLink Communications, LLC | CLEC and IXC | Docket P-433 | Remain with Lumen |
| CenturyTel Broadband Services, LLC | CLEC and IXC and ETC | Docket P-1650, Sub 0 and Sub 1 | Transfer to Connect Holding |
| Global Crossing Local Services, Inc. | CLEC | Docket P-843 | Remain with Lumen |
| Global Crossing Telecommunications, Inc. | IXC | Docket P-244 | Remain with Lumen |
| Level 3 Communications, LLC | CLEC and IXC | Docket P-779 | Remain with Lumen |
| Level 3 Telecom of North Carolina, LP | CLEC and IXC | Docket P-472 | Remain with Lumen |
| Mehtel, Inc. d/b/a CenturyLink | ILEC | Docket P-35 | Transfer to Connect Holding |
| TelCove Operations, LLC | CLEC and IXC | Docket P-1020 | Remain with Lumen |
| WilTel Communications, LLC | IXC | Docket P-673 | Remain with Lumen |

As indicated in the above table, the transaction involves only the Acquired ILECs and CenturyTel Broadband Services, LLC. All other entities will remain with Lumen.

DESCRIPTION OF THE TRANSACTION

On August 4, 2021, Apollo and Lumen entered into a Purchase Agreement² under which Apollo, through Connect Holding, will acquire all of the issued and outstanding equity interests in

² A copy of the Purchase Agreement can be accessed here: <https://www.sec.gov/Archives/edgar/data/18926/000119312521236295/d151732dex21.htm>.

Lumen's ILEC subsidiaries and CTBS in 20 states ("Acquired Companies"),³ including North Carolina, for a purchase price of \$7.5 billion. As a result of the transaction, Apollo will acquire control of the Acquired Companies' assets, operations, and customers, including: local fiber and copper networks (including connectivity to enabled buildings), broadband and voice customers (consumer, enterprise, and wholesale), connectivity to tower sites, central offices, and the operations and back-office support to meet the accelerating demand for high-bandwidth connectivity and fiber technology. The transaction will also involve the transfer of control of the Acquired ILECs' respective ETC designations and their related RDOF obligations and funding, subject to any necessary regulatory approvals.

In connection with the Purchase Agreement, Apollo has created Connect Holding, Connect Parent, and AP IX Connect Holdings. Under the terms of the agreement, Lumen will convey its equity interests in the Acquired ILECs and CTBS to Connect Holding. Lumen will retain its ILEC assets in 17 other states in its footprint, as well as its national fiber routes and CLEC networks. Lumen will continue to provide interexchange and CLEC service in the 20 state where the Acquired ILECs and CTBS are being transferred to Connect Holding.

At present, the Acquired ILECs' customers that also purchase international and domestic interexchange services from Lumen receive such services from a separate Lumen affiliate. Following closing, under the terms of the parties' agreement, CTBS will obtain international and domestic interexchange services from Lumen for resale to those Acquired ILECs customers.⁴

For the Commission's reference, pre- and post-transaction organization charts are provided as Exhibit A. The charts demonstrate the indirect transfer of control of the Acquired Companies, with unregulated and non-North Carolina jurisdictional entities removed except those intermediate non-carrier holding companies between the acquired companies and the ultimate parent.

DESCRIPTION OF THE FINANCING ARRANGEMENTS

In connection with the transaction, Connect Holding II, LLC (the "Borrower") expects to incur \$4,863 million of new debt comprised of: (1) a \$2,563 million senior secured term facility; (2) \$750 million in senior secured notes; and (3) \$1,550 million in senior unsecured notes. Borrower will also enter into a new \$600 million revolving credit facility that will be available from time to time after the closing date of the Transaction for working capital and general corporate purposes (collectively, the "Acquisition Debt"). The proceeds of the senior secured term facility, the senior secured notes and the senior unsecured notes, together with cash on hand and an equity contribution from investment funds, or affiliates of investment funds, advised, managed or controlled by AGM or its affiliates, will be used to finance the transaction and pay related fees and expenses. In addition, the Borrower expects Embarq Corporation's issued and outstanding 7.995% Notes due 2036 (the "Rollover Notes") issued pursuant to that certain Indenture, dated as

³ Alabama, Arkansas, Georgia, Illinois, Indiana, Kansas, Louisiana, Michigan, Mississippi, Missouri, New Jersey, North Carolina, Ohio, Oklahoma, Pennsylvania, South Carolina, Tennessee, Texas, Virginia, and Wisconsin.

⁴ The customer contracts will be assigned to CTBS prior to close.

of May 17, 2006, among Embarq Corporation and J.P. Morgan Trust Company, National Association, as trustee, to remain outstanding after giving effect to the transaction.

Subject to customary restrictions and necessary regulatory approvals, all wholly owned domestic subsidiaries of the Borrower, including the Acquired ILECs and CTBS, will serve as guarantors of the Acquisition Debt and, in the case of the senior secured term facility, the senior secured notes and the revolving credit facility (collectively, the "Secured Acquisition Debt"), pledge substantially all of their material assets to secure such guarantee. In addition, Embarq Corporation and certain other subsidiaries of the Borrower may guarantee and/or grant security interests in certain of their assets to secure the Rollover Notes along with the Secured Acquisition Debt.

CONTACT INFORMATION

For the purposes of this Notice, contacts for the Parties are as follows:

| For Lumen | For Connect Holding |
|---|--|
| Jeanne W. Stockman Associate General Counsel Lumen 100 Parkman Grant Drive Cary, NC 27519 Tel: (984) 237-1330 jeanne.w.stockman@lumen.com | Howard J. Symons John L. Flynn Jenner & Block LLP 1099 New York Avenue, NW, Suite 900 Washington, D.C. 20001-4412 Tel.: (202) 639-6000 Fax: (202) 639-6066 hsymons@jenner.com |

Should you have any questions concerning this matter, please do not hesitate to contact me.

Sincerely,

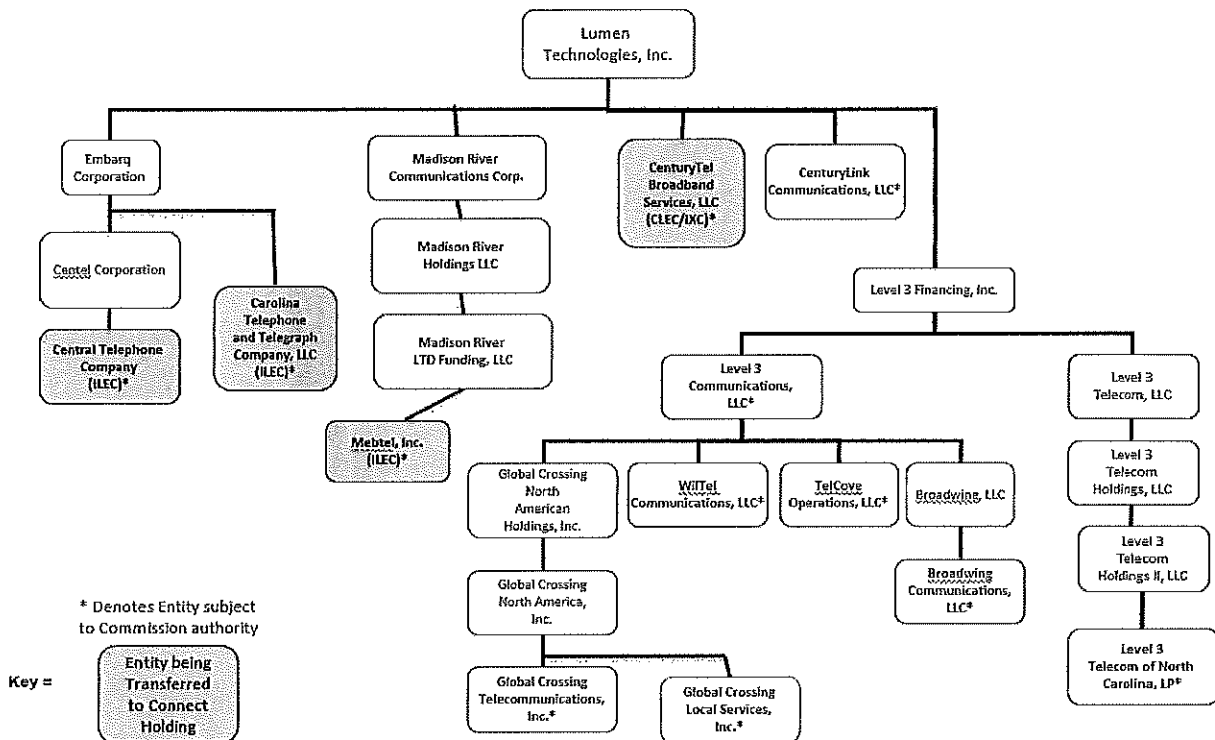
/s/Jeanne W. Stockman
 Jeanne W. Stockman

cc: Steve Brewer, Lumen (via email)
 Counsel for Apollo:
 John Flynn, Jenner & Block (via email)
 Howard Symons, Jenner & Block (via email)

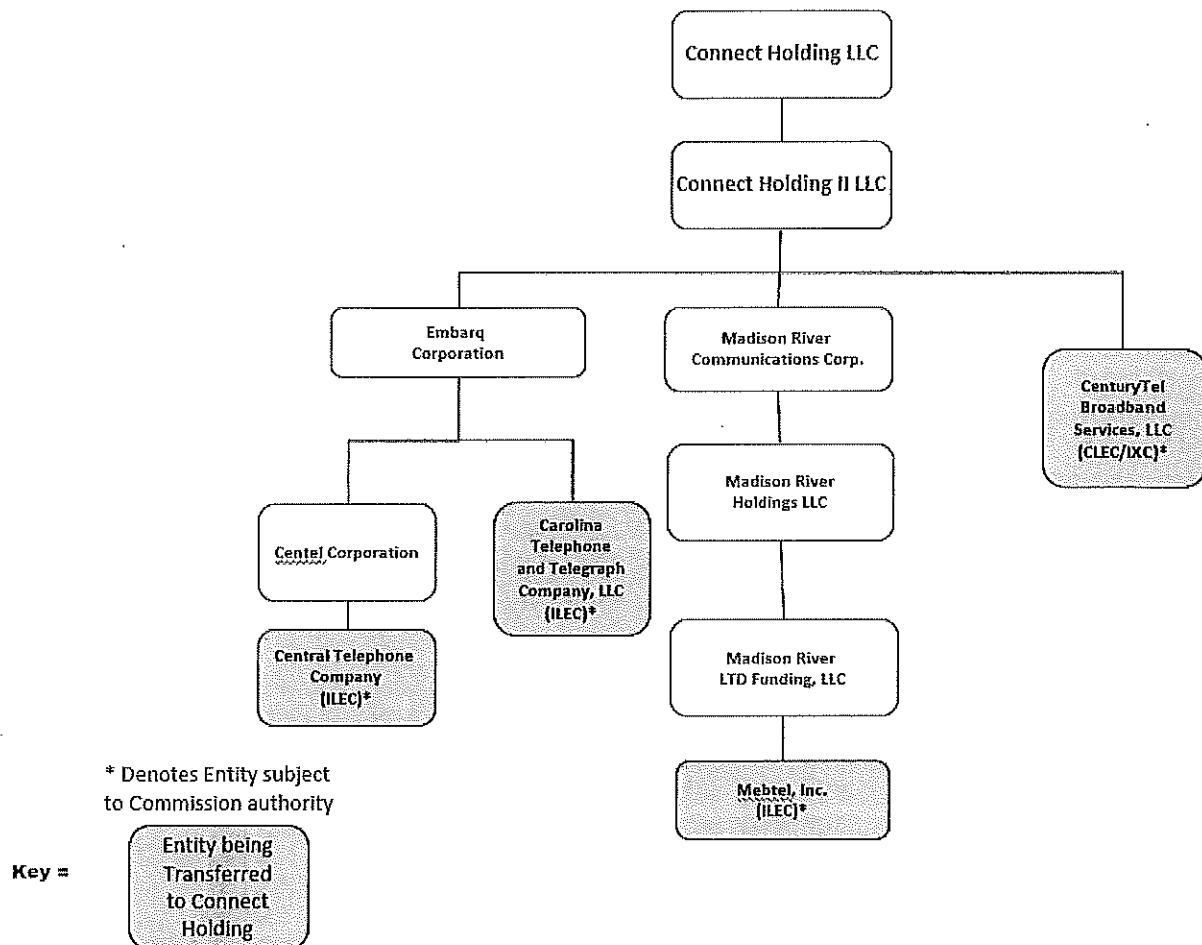
EXHIBIT A

Lumen Technologies, Inc.

North Carolina Pre-Transaction Corporate Structure



Connect Holding LLC
North Carolina Post-Transaction Corporate Structure



SBEAP APPLICATIONS

| Business Type | Total Gross Revenue | Prior Year Revenue | Total Amount Requested | Have you received prior Federal, State, or Local aid related to COVID-19? | Other Source Requested Amount | Other Source Requested Status | Other Source Requested Source | Estimated number of FTE jobs to be created | Estimated number of FTE jobs to be created for low to moderate income persons | Estimated number of FTE jobs to be retained | Estimated number of FTE jobs to be retained for low to moderate income persons |
|-----------------|---------------------|--------------------|------------------------|---|-------------------------------|-------------------------------|---|--|---|---|--|
| Corporation | \$ 64,427.00 | \$ 110,925.00 | \$ 50,000.00 | No | \$ 129,900.00 | Received | PPP1 | 7 | 7 | 42 | 7 |
| Corporation | \$ 2,864,537.21 | \$ 818,907.32 | \$ 50,000.00 | Yes | \$ 179,700.00 | Received | PPP2 | | | | 24 |
| Corporation | \$ 1,591,502.60 | \$ 1,593,617.13 | \$ 50,000.00 | Yes | \$ 88,500.00 | Received | PPP1 | | | 11 | 11 |
| LLC | \$ 45,056.52 | \$ 87,500.00 | \$ 35,000.00 | No | \$ 123,200.00 | Received | PPP2 | | | | |
| LLC | \$ 12,373.08 | \$ - | \$ 15,000.00 | Yes | | | Pandemic unemployment | 1 | 1 | 0 | 0 |
| LLC | \$ 64,827.71 | \$ - | \$ 49,960.00 | No | | | | 5 | 5 | 1 | 1 |
| Corporation | \$ 2,565,651.54 | \$ 2,231,095.05 | \$ 50,000.00 | Yes | \$ 229,500.00 | Received | PPP Round 1 | | | 36 | |
| Sole Proprietor | \$ 21,799.64 | \$ 3,947.81 | \$ 43,725.00 | Yes | \$ 5,100.00 | Received | PPP Round 2 | | | | |
| LLC | \$ 854,581.27 | \$ 378,364.78 | \$ 50,000.00 | No | \$ 5,100.00 | Received | SBA-EIDL | 1 | 1 | 2 | 1 |
| LLC | \$ 33,209.77 | \$ 31,996.00 | \$ 50,000.00 | No | | | | 2 | 2 | 19 | 19 |
| Sole Proprietor | \$ 177,979.16 | \$ 166,336.01 | \$ 50,000.00 | Yes | \$ 5,500.00 | Received | 1st PPP Loan | 2 | 2 | 3 | 1 |
| LLC | \$ 15,262.00 | \$ 3,000.00 | \$ 24,000.00 | Yes | \$ 18,000.00 | Received | PPP | 3 | 3 | 1 | 1 |
| LLC | \$ 18,117.58 | \$ 10,774.00 | \$ 50,000.00 | No | \$ 15,000.00 | Received | Target Advance | 2 | 2 | 1 | 1 |
| Corporation | \$ 15,000.00 | \$ 39,900.00 | \$ 50,000.00 | Yes | \$ 150,000.00 | Received | \$54,900.00 | 2 | 2 | 1 | 2 |
| Corporation | \$ 280,000.00 | \$ 177,000.00 | \$ 50,000.00 | Yes | \$ 23,000.00 | Received | SBA Paycheck Protection Program | 5 | 5 | 6 | 6 |
| Sole Proprietor | \$ 531,864.96 | \$ 549,124.00 | \$ 50,000.00 | Yes | \$ 25,000.00 | Received | RETOOLING GRANT | 1 | 1 | | |
| LLC | \$ 40,975.00 | \$ 8,256.00 | \$ 150,000.00 | Yes | \$ 2,200.00 | Received | SBA (Paycheck Protection Program) | | | | |
| Sole Proprietor | \$ 11,000.00 | \$ 18,200.00 | \$ 50,000.00 | No | \$ 50,000.00 | Received | SBA Loan | 10 | 10 | 1 | 1 |
| Sole Proprietor | \$ 8,320.00 | \$ 4,016.00 | \$ 50,000.00 | Yes | \$ 4,000.00 | Received | | 4 | 4 | 4 | 4 |
| LLC | \$ 4,600.00 | \$ 10,000.00 | \$ 50,000.00 | No | \$ 12,000.00 | Received | sba | | | | |
| Sole Proprietor | \$ 17,599.00 | \$ 10,300.00 | \$ 25,000.00 | Yes | \$ 46,200.00 | Received | PPP1 | | | 3 | |
| Corporation | \$ 714,511.22 | \$ 389,202.85 | \$ 50,000.00 | Yes | \$ 70,100.00 | Received | PPP2 | | | | |
| LLC | \$ 9,400.00 | \$ 9,400.00 | \$ 50,000.00 | Yes | \$ 14,000.00 | Received | Sba | 4 | 3 | | 4 |
| LLC | \$ 173,001.16 | \$ 153,189.09 | \$ 50,000.00 | Yes | \$ 10,000.00 | Received | EIDL grant | 6 | 5 | 7 | 6 |
| Corporation | \$ 227,583.80 | \$ 201,603.92 | \$ 50,000.00 | Yes | \$ 38,504.03 | Received | Paycheck Protection Program (in 2020) | 2 | 2 | 1 | 1 |
| LLC | \$ 48,900.00 | \$ 56,600.00 | \$ 50,000.00 | No | \$ 5,000.00 | Received | | 3 | 3 | 4 | 4 |
| Sole Proprietor | \$ 43,400.00 | \$ 51,000.00 | \$ 30,000.00 | Yes | \$ 6,250.00 | Received | City Loan that has been 80% repaid | | | | |
| LLC | \$ 117,500.00 | \$ 121,000.00 | \$ 15,000.00 | Yes | \$ 1,356.00 | Received | SBA Paycheck Protection Program | | | | |
| LLC | \$ 7,420.75 | \$ 1,600.00 | \$ 5,806.00 | Yes | \$ 2,500.00 | Received | CEED Covid-19 Bridge Loan Program | | | 1 | 1 |
| LLC | \$ 10,500.00 | \$ 18,350.00 | \$ 10,000.00 | No | \$ 3,500.00 | Received | SBRG SOP Covid-19 | | | | |
| LLC | \$ 386,525.95 | \$ 270,368.51 | \$ 45,300.00 | No | \$ 105,500.00 | Received | PPP1 | 2 | 2 | 4 | 2 |
| Corporation | \$ 3,273,666.37 | \$ 2,965,448.67 | \$ 50,000.00 | Yes | \$ 149,300.00 | Received | PPP2 | | | 22 | 13 |
| LLC | \$ 7,440.00 | \$ 14,111.00 | \$ 50,000.00 | Yes | \$ 10,000.00 | Received | SBA Targeted EIDL advance and Supplemental target advanced | | | 5 | 5 |
| Corporation | \$ 22,493.00 | \$ 20,123.85 | \$ 45,500.00 | Yes | \$ 51,500.00 | Received | SBA | 2 | 2 | | |
| LLC | \$ 95,149.00 | \$ 120,739.00 | \$ 50,000.00 | Yes | | | none | 0 | 0 | 2 | 2 |
| LLC | \$ 20,000.00 | \$ 150,000.00 | \$ 50,000.00 | No | | | | 4 | 4 | 4 | 4 |
| LLC | \$ 39,112.00 | \$ - | \$ 50,000.00 | Yes | \$ 25,000.00 | Received | Commercial Corridor Revitalization Program, Cumberland County | 3 | 3 | 4 | 4 |
| LLC | \$ 2,300.00 | \$ - | \$ 150,000.00 | No | \$ 46,000.00 | Received | PPP | 10 | 10 | | |
| LLC | \$ 2,863,859.57 | \$ 2,300,000.00 | \$ 50,000.00 | Yes | \$ 23,848.00 | Received | SBA PPP | 1 | 1 | | |
| LLC | \$ 43,795.00 | \$ 54,489.00 | \$ 50,000.00 | Yes | \$ 2,000.00 | Received | SBA Paycheck Protection Program | | | | |
| Sole Proprietor | \$ 24,500.00 | \$ 8,750.00 | \$ 50,000.00 | Yes | \$ 1,200,000.00 | Received | PPP | 2 | 2 | | |
| Sole Proprietor | \$ 13,375,000.00 | \$ 13,280,000.00 | \$ 50,000.00 | Yes | \$ 1,200,000.00 | Received | PPP | | | | |
| LLC | \$ 10,257.00 | \$ 13,258.00 | \$ 49,184.00 | Yes | \$ 3,100.00 | Received | SBA EIDL Loan | | | 3 | |
| LLC | \$ - | \$ 2,083.00 | \$ 30,000.00 | No | | | | | | | |
| LLC | \$ 26,756.00 | \$ 94,000.00 | \$ 42,000.00 | No | | | | | | | |
| Corporation | \$ 37,894.80 | \$ 58,783.00 | \$ 50,000.00 | No | | | | | | | |
| Sole Proprietor | \$ 4,900.00 | \$ 11,000.00 | \$ 30,000.00 | Yes | \$ 20,000.00 | Received | sba ppp | 2 | 2 | 2 | 2 |
| LLC | \$ 294,735.00 | \$ 237,578.00 | \$ 50,000.00 | Yes | \$ 11,645.00 | Received | 1st PPP Loan | 1 | 1 | 1 | 1 |
| LLC | \$ 107,203.33 | \$ 43,566.63 | \$ 50,000.00 | Yes | \$ 10,000.00 | Received | 2nd PPP Loan | | | | |
| LLC | | | | | \$ 1,000.00 | Received | City Grant | | | | |
| LLC | | | | | \$ 15,000.00 | Received | SBA PPP | 5 | 5 | 2 | |
| LLC | | | | | | | SBA Targeted Advance | | | | |

SBEAP APPLICATIONS

[illegible]

SBEAP APPLICATIONS

[illegible]



Small Business Economic Assistance Program APPLICATION REVIEW GUIDELINES

The following guidelines are based on the American Rescue Plan Act of 2021 -Small Business Economic Assistance Policy No. 10-2.9 approved at the January 18, 2022, Board of Commissioners meeting.

BACKGROUND

The current public health crisis caused by the Coronavirus Disease 2019 (COVID-19) pandemic and resulting economic crisis has impacted the health and economic well-being of millions of Americans. The American Rescue Plan Act of 2021 (ARPA), also called the COVID-19 Stimulus Package or American Rescue Plan, Pub L. No. 117-2 (March 11, 2021), is a multi-trillion dollar economic stimulus bill passed by the 117th United States Congress and signed into law by President Joe Biden on March 11, 2021, to speed up the country's recovery from the health and impacts effects of the COVID-19 pandemic and the ongoing recession. This legislation provides additional relief to address the continued impact of COVID-19 on the economy, public health, state and local governments, individuals, and businesses. ARPA funds are made available by the U.S. Department of Treasury through Coronavirus State and Local Fiscal Recovery Funds (CSLFRF).

PROGRAM OVERVIEW

Cumberland County received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds (CSLFRF) of American Rescue Plan Act of 2021 (ARPA) through the U.S. Department of Treasury. In addition to complying with Federal Law, CSLFRF allocations must also comply with NC Law. The federal guidance in the CSLFRF/ARPA Final Rule defines eligible small business activities as follows:

- Payroll;
- Mortgages;
- Rent;
- Costs associated with mitigation or prevention of COVID-19 such as physical plant changes to enable social distancing, enhanced cleaning efforts, barriers or partitions, or COVID-19 vaccination, testing, or contact tracing programs;
- Technical assistance, counseling, or other services to assist with business planning needs; and
- Other operating costs as a result of the public health emergency and measures taken to contain the spread of the coronavirus.

The Board of Commissioners approved allocating \$3.5 million of CSLFRF/ARPA funding to establish a Small Business Economic Assistance Program (SBEAP) in response to the economic impacts experienced by small businesses as a result of the COVID-19 pandemic. The Small

Business Economic Assistance Program under the CSLFRF/ARPA Final Rule will be administered internally by the County American Rescue Plan (ARP) Staff Committee.

QUALIFYING CONDITIONS

Cumberland County is committed to investing these funds into small businesses that:

- identify and directly address a need or negative impact of the COVID-19 on their business
- support the employment of low to moderate income households or communities with a large proportion of low-income residents (note: this is to capture LMI & QCT based on the decision to delete #3 below and add the revision about location of the business)
- support equitable outcomes for the most impacted populations
- have a lasting impact
- are an eligible use of CSLFRF funds, meet a public purpose and are within County authority to fund per NC General Statutes
- ensure compliance with county, state, and federal guidelines to include terms of awards, contracts, performance outcomes, reporting, monitoring, and audit requirements

Up to \$50,000 in financial assistance awards will be provided to eligible for-profit small businesses that faced economic hardship due to the pandemic. As allowed in the federal guidance in the CSLFRF/ARPA Final Rule, the Board of County Commissioners established the following qualifying conditions for the Small Business Economic Assistance Program (SBEAP):

1. A for-profit small business in operation on or before March 3, 2021 and is currently still in operation.
2. A for-profit small business is defined as a business with no more than two hundred and fifty (250) employees (including the owner) paid with wages reported on a Form W-2 at the time of application submission.
3. For-profit business must be located in Cumberland County.
4. The for-profit small business must possess the capacity to be successful with the use of the SBEAP funds.
5. If the for-profit small business is a sole proprietorship or a partnership, each person owning an interest in the business must be at least 18 years old.
6. The for-profit small business must have a valid tax identification number consisting of the owner's social security number, if the business is a sole proprietorship or Federal Employer Identification Number, if the business is other than a sole proprietorship and a State Employer Identification Number (EIN), if applicable.
7. If the for-profit small business is a corporation, limited liability company or limited partnership, it must be registered in good standing with the North Carolina Secretary of State.
8. The for-profit small business must certify they are not currently be in bankruptcy; if the business is a sole proprietorship or a partnership no person owning an interest in the business may currently be in bankruptcy.
9. The for-profit small business must have a valid business bank account in the name of the business.

10. The for-profit small business is current with property taxes and any fees that are collected with property taxes, or has a payment plan in place with the tax collector; as verified by the County Tax Office.
11. For-profit small business will have general liability insurance in policy with sufficient coverage in place at the time the assistance is received.
12. For-profit small businesses must commit to maintaining performance outcomes as set out in a contract agreement.
13. For-profit small businesses must submit the SBEAP application in its entirety to include all required elements and attachments. Additional information may be requested to provide clarity and understanding.
14. SBEAP applications and any contractual agreements are subject to the Public Records Laws. Personal and identifying information will not be disclosed.

In accordance with the Cumberland County Policy for Allowable Costs and Cost Principles for Expenditures of ARPA/CSLFRF (note: see email to Vicki regarding if this policy is based on the Interim or Final Rules), under the Small Business Economic Assistance Program (SBEAP) certain for-profit small businesses are ineligible to apply or funds under the SBEAP may not be used. This includes but not limited to:

1. For-profit small businesses owned in part or fully by Cumberland County employees, commissioners, or their family members.
2. Pay off non-business debt, such as personal credit cards for purchases not associated with the business.
3. Funds cannot be used to purchase personal expenses such as buying a new family car or making repairs to a participant's home.
4. Use for political activities
5. Paying off fines are not allowable, but taxes may be allowable depending on the circumstance (note: see Vicki's email)
6. Funds cannot be used to purchase personal items or support other businesses in which the owner may have an interest.
7. CSLFRF allocations that do not comply with NC Law.

APPLICATION REVIEW METHODOLOGY

The Small Business Economic Assistance Program (SBEAP) under the CSLFRF/ARPA Final Rule will be administered internally by the County American Rescue Program (ARP) Staff Committee using the following method:

1. Primary consideration will be given to for-profit small businesses qualifying under the low-to-moderate income (LMI) benefit categories indicated above. See Appendix A
2. Based on the availability of funds, secondary consideration will be given to for-profit small businesses who does not qualify under the LMI criteria, Cumberland County may

consider small for-profit businesses under the Qualified Census Tracts (QCT) category, which has fewer qualification requirements.

3. Application Review & Award Process will consist of the following steps. Note: Additional information may be requested to provide clarity and understanding during any step of the Application Review Process. If additional information is requested a deadline to return information will be provided. Failure to submit information requested by the established deadline will discontinue the application and/or award process.
- a. Step 1 – Minimum Requirement Review – an initial screening to ensure the application is complete.
 - b. Step 2 – Allowability Assessment – a review will be conducted by County Legal to ensure the activity requested is eligible based on interpretation of the Interim Final Rule (IFR) from the US Treasury.
 - c. Step 3 - Programmatic Review – an assessment of the substance and quality of the applications will be conducted. The Review Panels will make award recommendations to the ARP Staff Committee.
 - d. Step 4 – Awards - the ARP Staff Committee will make recommendations to the Board appointed ARP Committee. The Cumberland County Board of Commissioners will make final award decisions. Awards will be based on availability of funds.
 - e. Step 5 – Notifications - written notifications will be issued to all for-profit small businesses who apply.
 - f. Step 6 – Contractual Relationships - Any SBEAP funding awarded will be executed through a contractual relationship between the County and the for-profit small business to ensure compliance with county, state and federal guidelines to include terms of the award, performance outcomes, reporting, monitoring and audit requirements.

ATTACHMENTS

- 31 CFR 35, Coronavirus State and Local Fiscal Recovery Funds Final Rule
- 2021 HUD Income Limits, Appendix A
- Cumberland County Policy for Allowable Costs and Cost Principles for Expenditures of ARP/CSLFRF - Adopted 1-18-2022 (note: suggest we add to the SBEAP website once the question is answered regarding the Interim and Final Rule)

RFP# 22-15-CTY RFP for Aid to Nonprofit Organizations

| Funding eligibility Category | Total of Amount of Funds Requested | Proposals Received |
|--|------------------------------------|--------------------|
| Address disparities in public health outcomes | \$258,210.00 | 1 |
| Aid to impacted industries | \$1,398,250.00 | 1 |
| Assistance to households | \$5,458,115.08 | 9 |
| Assistance to unemployed workers (such as job training programs; childcare assistance and transportation assistance) | \$1,949,361.34 | 3 |
| Enhance behavioral and mental health services (Such as psychotherapy, crisis support services and recovery support services) | \$1,551,630.73 | 3 |
| Improve efficacy of economic relief programs | \$635,949.15 | 1 |
| Improve the design and execution of health and public health programs | \$506,812.29 | 3 |
| Prevent and mitigate COVID-19 | \$2,653,923.97 | 7 |
| Prevent and mitigate COVID-19; Services for disproportionately impacted community* | \$425,000.00 | 1 |
| Prevent and mitigate COVID-19; Small business and non-profit support; Aid to impacted industries* | \$1,000,000.00 | 1 |
| Services for disproportionately impacted communities (Such as those individuals residing in a qualified census tract) | \$2,936,802.23 | 8 |
| Small business and non-profit support | \$3,936,797.27 | 16 |
| Grand Total | \$22,710,852.06 | 54 |

* Proposal includes more than one category

| ARPA Reporting Code | Fund 240 Expenditure Category | Project Description | Cost Object | Appropriation of CSLRF Funds | Project Allocation Total | BUDGET ORDINANCE - AMENDMENT Bxxxxx | |
|---------------------|-------------------------------------|--|--|------------------------------|--------------------------|-------------------------------------|--------------------------|
| | | | | | | APPROPRIATION OF CSLRF FUNDS | PROJECT ALLOCATION TOTAL |
| 1.13 | Public Health (2404551) | Substance Use Services: Purchase Narcan for distribution to the Sheriff's Office and County Fire Departments | Medical Supplies | \$ 140,000 | \$ 140,000 | \$ - | - |
| 2.2 | Negative Economic Impacts (2404552) | Household Assistance: Rent, Mortgage, and Utility Aid Mortgage Assistance: Make funding available to assist residents at risk of foreclosure. | Contracted Services | 2,000,000 | 2,000,000 | 2,000,000 | 2,000,000 |
| 2.2 | Negative Economic Impacts (2404552) | Household Assistance: Rent, Mortgage, and Utility Aid Rental Assistance: Make funding available to assist renters at risk of eviction. | Contracted Services | 1,500,000 | 1,500,000 | 1,500,000 | 1,500,000 |
| 2.10 | Negative Economic Impacts (2404552) | Assistance to Unemployed or Underemployed Workers: Trade job training program in partnership with FTCC, Mid-Carolina COG - Workforce Development, and Cumberland County Schools | Contracted Services | 2,000,000 | 2,000,000 | - | - |
| 1.8 2.29-2.33 | Negative Economic Impacts (2404552) | COVID19 Assistance to Small Business (1.8) Assistance to Small Businesses (2.29-2.33) | Contracted Services | 3,500,000 | 3,500,000 | 3,500,000 | 3,500,000 |
| 1.9 2.34 | Negative Economic Impacts (2404552) | COVID19 Assistance to Non-Profits (1.9) Assistance to Non-Profits (2.34) | Contracted Services | 3,500,000 | 3,500,000 | 3,640,000 | 3,640,000 |
| 2.15 | Negative Economic Impacts (2404552) | Long-term Housing Security: Affordable Housing - New construction of a multi-family housing development in the Shaw Heights neighborhood (QCT 24.01). | Engineering/Co instruction | 10,000,000 | 10,000,000 | 10,000,000 | 10,000,000 |
| 2.16 | Negative Economic Impacts (2404552) | Long-term Housing Security: Services for Unhoused Persons - Planning funding for a homeless shelter to determine number of beds, who will be served, how large facility should be, construction cost, operational questions and other aspects. | Engineering/Co instruction | 250,000 | 250,000 | 250,000 | 250,000 |
| 2.18 | Negative Economic Impacts (2404552) | Housing Support: Other Housing Assistance - First-time homebuyers program | Contracted Services | 2,500,000 | 2,500,000 | 2,500,000 | 2,500,000 |
| 5.5 | Infrastructure (2404555) | Clean Water: Other Sewer Infrastructure - Construction of a sanitary sewer system to be located in the Shaw Heights neighborhood (QCT 24.01). | Engineering/Co instruction | 12,000,000 | 12,000,000 | 12,000,000 | 12,000,000 |
| 5.15 | Infrastructure (2404555) | Drinking Water: Other Water Infrastructure - Construction of a water system to be located in the Gray's Creek Water and Sewer District | Engineering/Co instruction | 10,000,000 | 10,000,000 | 10,000,000 | 10,000,000 |
| 5.21 | Infrastructure (2404555) | Broadband: Other projects Broadband expansion into underserved areas in partnership with the State of NC, and a vendor to be selected through a competitive RFP process | Contracted Services | | | 1,500,000 | 1,500,000 |
| 6.1 | Revenue Replacement (2404556) | Provision of Government Services Salaries and benefit costs of Public Safety Personnel | Salaries/Benefits | | | 10,000,000 | 10,000,000 |
| TBD | BOC Meeting Room | Physical plant changes to Public Facilities that respond to the COVID-19 Public Health Emergency | Engineering/Co instruction | 3,000,000 | 3,000,000 | 3,000,000 | 3,000,000 |
| 7.1 | Administration (2404557) | Administrative Expenses - 3.5 County positions to manage CSLRF programs and compliance requirements. ARPA allows up to 10% of total award. | Salaries Benefits Operating Unassigned | 1,321,348 514,616 4,664,036 | 6,500,000 | 1,321,348 389,281 125,335 3,442,726 | 5,278,690 |
| NA | Unallocated Funds | Funds to be allocated at a future date | Unallocated Funds | 8,278,690 | 8,278,690 | - | - |
| TOTAL | | | | \$ 65,168,690 | \$ 65,168,690 | \$ - | \$ 65,168,690 |