

STATE OF NORTH CAROLINA

Central Piedmont Community College

Invitation for Bid #: 88-240023-BO

Fire Alarm Monitoring Services

Date of Issue: May 15, 2024

Bid Opening Date: May 30, 2024

At 02:00 PM ET

Direct all inquiries concerning this IFB to:

Bonnie Ogden

Senior Buyer

Email: bonnie.ogden@cpcc.edu

Phone: 704-330-6515



STATE OF NORTH CAROLINA

Invitation for Bid

88-240023-BO

For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

This page shall be filled out and returned with your bid. Failure to do so may subject your bid to rejection.

	Vendor Name	
	Vendor eVP#	

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at https://vendor.ncgov.com/vendor/login

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA Central Piedmont Community College

Refer <u>ALL</u> Inquiries regarding this IFB to:	Invitation for Bid #: 88-240023-BO
Bonnie Ogden	Bids will be publicly opened: May 30, 2024 by 2:00 PM ET
Bonnie.ogden@cpcc.edu	Public Opening IFB 88-240023-BO or dial in by phone at +1 929-346-6957,
704-330-6515	582542828# (USA, New York City) Conference ID: 582 542 828#
Using Agency: Central Piedmont Community	Commodity No. and Description: 921217 Fire alarm services
College	
Requisition No.: N/A	

EXECUTION

In compliance with this Invitation for Bid (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor's knowledge and belief, that:

• it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the IFB, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS** incorporated herein. These documents can be accessed from the ATTACHMENTS page within this document.

Failure to execute/sign bid prior to submittal may render bid invalid and it MAY BE REJECTED. Late bids shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:			
STREET ADDRESS:		P.O. BOX:	ZIP:
CITY & STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):			
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE*: DATE:		EMAIL:	

VALIDITY PERIOD

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: 120 days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

ACCEPTANCE OF BIDS

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

FOR STATE USE ONLY: Offer accepted and Contract awarded this day of, 20, as indicated on				
The attached certification, by				
(Authorized Representative of Central Piedmont Community College)				

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/endor:			

1.0 PURPOSE AND BACKGROUND

Central Piedmont Community College (Central Piedmont) is seeking bids from vendors to provide fire alarm monitoring services for fire panels located in various buildings throughout the college campus locations. The college has approximately forty-three (43) fire alarm systems that require constant monitoring by a qualified Central Monitoring Station certified by United Laboratories. The Central Piedmont fire alarm systems are installed by manufacturers including, but not limited to, Simplex Grinnell, Siemens, Edwards, Notifier, and Cerberus.

The intent of this solicitation is to award an Agency Specific Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of final Contract execution (the "Effective Date).

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to four (4) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

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

2.0 GENERAL INFORMATION

2.1 INVITATION FOR BID DOCUMENT

This IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: http://eprocurement.nc.gov/.

2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall

have no force or effect, and will be disregarded unless expressly agreed upon during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's bid as nonresponsive.

2.4 IFB SCHEDULE

The table below shows the intended schedule for this IFB. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	State	May 15, 2024
Submit Written Questions	Vendor	May 21, 2024
Provide Response to Questions	State	May 23, 2024
Submit Bids	Vendor	May 30, 2024
		To access public opening use the link Public
		Opening IFB 88-240023-BO or dial in by phone at
		+1 929-346-6957, 582542828# (USA, New York
		City) Conference ID: 582 542 828#
Contract Award	State	TBD
Contract Effective Date	State	July 1, 2024

2.5 BID QUESTIONS

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Written questions shall be emailed to bonnie.ogden@cpcc.edu by the date and time specified above. Vendors should enter "IFB # 88-240023-BO: Questions" as the subject for the email. Question submittals should include a reference to the applicable IFB section and be submitted in the format shown below:

Reference	Vendor Question
IFB Section, Page Number	Vendor question?

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the electronic Vendor Portal (eVP), https://evp.nc.gov, and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely only on written material contained in the IFB and an addendum to this IFB.

2.6 BID SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. The time and date of receipt will be marked on each bid when received. Any bid or portion thereof received after the bid deadline will be rejected.

All proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: https://eprocurement.nc.gov/news-events/evp-updates-vendors.

Failure to submit a bid in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's bids(s). Vendors are strongly encouraged to allow sufficient time to upload bids.

Bid Number:88-2	240023-BO
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Critical updated information may be included in Addenda to this IFB. It is important that all Vendors responding to this IFB periodically check the State's eVP website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this IFB and all Addenda thereto.

2.7 BID CONTENTS

Vendors shall populate all attachments of this IFB that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's bid, in the State's sole discretion.

Vendor IFB responses shall include the following items and attachments, which shall be arranged in the following order:

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the IFB in its entirety, including all links, and all Addenda released in conjunction with the IFB, and that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (ii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- c) Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- d) Vendor's Response. [Section 5.1]
- e) Completed version of ATTACHMENT A: PRICING
- f) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.8 ALTERNATE BIDS

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bid must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid #____ [for 'name of Vendor']". Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, each must be offered with a separate price and be contained in a separate bid. Each bid must be complete and independent of other bids offered.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found below which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this IFB:

- a) **CONTRACT LEAD:** A representative of Central Piedmont Community College who acts as the main point of contact for the Vendor once a contract resulting from this IFB is executed.
- b) **NORTH CAROLINA PRIVATE PROTECTIVE SERVICES:** A Section within the Training and Standards Division of the North Carolina Department of Justice, which consists of two licensing boards; the Private Protective Services Board (PPSB) and the Alarm Systems Licensing Board (ASLB). The Section operates under the statutory authority of North Carolina General Statutes 74C and 74D.
- NORTH CAROLINA PRIVATE PROTECTIVE SERVICES BOARD (PPSB): A licensing board operating under the N.C. Private Protective Services Section, with the purpose of administering the licensing, education and training requirements for persons, firms, associations and corporations engaged in private protective services within North Carolina. The PPSB operates under statutory authority of N.C.G.S.74-C and 14B N.C.A.C.16.

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d) NORTH CAROLINA ALARM SYSTEMS LICENSING BOARD (ASLB): A licensing board operating under the N.C. Private Protective Services Section, with the purpose of managing the licensing, education and training requirements for persons, firms, associations and corporations engaged in the alarm systems business in North Carolina. The ASLB operates under statutory authority of N.C.G.S. 74-D and 14B N.C.A.C.17.

3.0 METHOD OF AWARD AND BID EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest.

All responsive bids will be reviewed, and an award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out here in such as but not limited to past performance, references, and financial documents.

While the intent of this IFB is to award a Contract(s) to a single Vendor, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items, or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in bids received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See the Paragraph 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's bid or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor's proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (*i.e.*, the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct an evaluation of responsive Bids, as follows:

 $\label{eq:Bids} \mbox{Bids will be received according to the method stated in the Bid Submittal section above.}$

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and

Vendor:			

the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to the State's eVP website under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual <u>contract performance outside of the United States</u>, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State's needs as described in the IFB. Except as specifically stated in the IFB, no one

Vendor:			

requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification, or believes a change to a requirement would allow for the State to receive a better bid, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

4.1 PRICING

Bid price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Vendor's response.

4.2 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor's Billing Address, Customer Account Number, NC Contract Number 88-240023-BO, Order Date, Buyer's Order Number, Item Descriptions, Price, Quantity, and Unit of Measure. The college will be billed on a single annual invoice which individually lists each panel with its location.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

4.3 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor 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.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

4.4 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.5 REFERENCES

Vendor shall provide three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The college reserves the right to contact or not contact these references. If the college contacts Vendor references to determine whether the Services provided are substantially similar in scope to those

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proposed herein and whether Vendor's performance has been satisfactory, the information obtained may be considered in the evaluation of Vendor's Bid.

4.6 BACKGROUND CHECKS

Vendor's personnel or agent of Vendor performing Services under any Contract arising from this IFB are required to be certified under the requirements of the Private Protective Services Board (PPSB) and the Alarm Systems Licensing Board (ASLB) which operate under the authority of North Carolina General Statutes 74-C and 74-D. Any personnel or agent of Vendor performing Services under any Contract arising from this IFB may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

4.7 PERSONNEL

Vendor warrants that qualified personnel pursuant to state and federal laws governing Alarm Systems businesses, 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. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor's proposal result in an award, the Vendor shall be required to agree that it will use only personnel qualified under North Carolina laws regulating the provision of Private Protective Services. Vendor will not substitute any personnel assigned to the performance of the Contract with unqualified personnel.

4.8 VENDOR'S REPRESENTATIONS

If Vendor's bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting 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, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION

Before entering into a contract with the college, a vendor must meet the college's COI requirements. The college may, on a case-by-case basis, determine that certain insurance requirements may be adjusted. Prior to award of a contract, the college must be listed as an additional insurer and certificate holder. The insurance requirements set forth in the North Carolina General Terms and Conditions, *Insurance* paragraph, are minimal requirements. Central Piedmont's Certificate of Insurance requirements are set forth in ATTACHMENT H: CENTRAL PIEDMONT COMMUNITY COLLEGE CERTIFICATE OF INSURANCE REQUIREMENTS

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 SPECIFICATIONS

The specific items and any specifications that the Purchasing Agency is seeking are listed below. Items offered by the Vendor must meet the listed Specifications to be considered for award.

Ver: 11/2023

/endor:

VENDOR RESPONSE:

Item #	Specifications	Service Offered Meets Specification
1	Vendor is certified by the North Carolina Private Protective Services Board pursuant to the North Carolina General Statute 74-D, the Alarm Systems Licensing Act, which regulates Alarm Systems Businesses.	□ YES □ NO
2	Vendor operates at the highest certification level for transferring calls to the Fire Department. Vendor's certification Level: (Vendor insert)	□ YES □ NO
3	Vendor shall satisfy all facility and personnel training requirements of NFPA 72 for Central Station Monitoring Stations.	☐ YES ☐ NO
4	Vendor is an active member of the Central Station Alarm Association or similar national association (specify below).	☐ YES ☐ NO
5	Vendor has been in business for a minimum of three (3) years monitoring commercial building alarms. Vendor has (Vendor insert) years' experience in providing fire alarm monitoring service.	□ YES □ NO
6	Vendor's Bid includes a description of Vendor's plan for all necessary configuration changes to the individual panels/devices for communication to Central Station. Note: For planning purposes, note that currently all but three (3) of the buildings have fire panels which connect through two telephone lines. Vendor is not responsible to maintain these lines. The other three (3) college's buildings use a cellular communicator to contact central station and Vendor will be responsible to maintain these cellular communicators.	□ YES □ NO
7	Vendor's monitoring system can receive and identify Contact ID signals.	☐ YES ☐ NO
8	Vendor must be able to ensure that the monitoring station assigns individual, unique identifiers for each location/building/address.	☐ YES ☐ NO
9	Vendor must be able to provide a "Test" setting for the system whereby any alarm received will not be forwarded to the fire department, at the request of the college.	□ YES □ NO
10	Vendor has the capacity to generate and provide reports on historical records of all system notifications/alarms and the resulting response by the monitoring station, including date/time/responsive person. Vendor agrees to provide the requested reports via email and in a protected format so they are unalterable by the Central Station personnel or anyone else.	□ YES □ NO
11	Vendor maintains historical records such as those referenced in Specification #10 for a minimum of three (3) years.	☐ YES ☐ NO
12	Vendor must be able to reprogram any panel with an internal dialer as requested.	□ YES □ NO
13	Vendor agrees that Vendor will <i>not</i> utilize additional or external dialers (temporary or permanent).	☐ YES ☐ NO
14	Vendor agrees that during the term of the contract including and any renewals, the college reserves the right to add additional panels/locations to the contract at the executed contracted rate.	□ YES □ NO

5.2 TASKS/DELIVERABLES

- a) Vendor shall maintain current certification by the North Carolina Private Protective Services Board pursuant to the North Carolina General Statute 74-D, the Alarm Systems Licensing Act, which regulates Alarm Systems Businesses.
- b) Emergency alarms: In the case of an emergency alarm, Vendor shall notify the fire department immediately, and notify the College Security Office by phone immediately thereafter.
- c) Non-emergency alarms: Vendor shall notify the college Security Department as soon as possible when any included fire panel reports a trouble alarm. Trouble alarms may include but are not limited to device failures, back up battery failures, communication failures, etc. Vendor's notification shall be as specific as possible given each panel's reporting capabilities.
- d) Vendor must maintain a pool of reliable, trained and highly qualified personnel for providing service to the college and must ensure that service to the college is provided only by individuals who are trained and qualified to perform the service under applicable state and federal laws. Vendor's personnel, whether subcontractors or direct employees, must be able to clearly and effectively communicate in English, and must be able to clearly articulate details in emergency situations.
- e) Vendor shall satisfy all facility and personnel training requirements of NFPA 72 for Central Station Monitoring Stations.
- f) Vendor shall maintain active membership in good standing of the Central Station Alarm Association or a similar national association.
- g) Vendor is responsible for all necessary configuration changes to the individual panels/devices for communication to Central Station. Although subject to change, currently that currently all but three (3) of the buildings have fire panels which connect through two telephone lines. Vendor is not responsible to maintain these lines. The other three (3) college's buildings use a cellular communicator to contact central station and Vendor will be responsible to maintain these cellular communicators.
- h) Vendor must be able to receive and identify Contact ID signals. Many College Fire Panels currently use Contact ID. In buildings with Contact ID, the programming shall allow the specific location of the fire/trouble to be relayed to Central Monitoring Station. This requirement is not applicable to buildings without Contact ID.
- i) Vendor is responsible for assigning individual unique identifiers for each location/building/address of all fire panels.
- j) Vendor will provide a "Test" setting for the system whereby any alarm received will *not* be forwarded to the fire department, at the request of the college. Tests shall be initiated via telephone from the college's designee and ended either via a provided end time or follow-up telephone call from the college's designee.
- k) As requested by the college, Vendor shall supply the college with a report of all historical records of system notifications/alarms and the resulting response by the monitoring station, including date/time/responsive person. The format for this report shall be deliverable via e-mail and in a format that is unalterable by the Central Station personnel or anyone else. Vendor shall maintain historical records for a minimum of three (3) years.
- I) Vendor shall be responsible for reprogramming any panel with an internal dialer as required and will *not* utilize additional or external dialers whether temporary or permanent.
- m) Vendor is *not* responsible for maintenance of the college's fire alarm system as part of the scope of service under this IFB and resulting contract.
- n) Vendor is responsible for completing all necessary programming, and monitoring of programmed alarms shall begin immediately upon reprogramming. Any cost to reprogram existing panel/system using existing internal dialers must be included in Vendor's ATTACHMENT A: PRICING.

Vendor:

5.3 DEVIATIONS

The nature of all deviations from the Specifications listed herein shall be clearly described by the Vendor. Otherwise, it will be considered that items offered by the Vendor are in strict compliance with the Specifications provided herein, and the successful Vendor shall be required to supply conforming goods. Deviations shall be explained in detail on an attached sheet. However, no implication is made or intended by the State that any deviation will be acceptable. Do <u>not</u> list objections to the North Carolina General Terms and Conditions in this section.

6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor's planning purposes.

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State's point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State's point of contact for customer service-related issues (define roles and responsibilities).

If Vendor utilizes services outside of the United States to provide customer service/client service duties, Vendor's customer service representatives must be able to communicate in English clearly and effectively.

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the College, shall meet with the College weekly until the effective date of this contract, regarding the status of programming/configuration and all work necessary for the changeover. Following the effective date of this contract, at the request of the College, Vendor will meet periodically with the College for ongoing project review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and College performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement, and cost saving ideas, and discuss any other pertinent topics.

6.3 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

6.4 PERIODIC QUARTERLY STATUS REPORTS

The Vendor shall be required to provide a quarterly Management Report to the college's designated Contract Lead. This report shall include, at a minimum, information concerning the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, and notification of any significant deviation from previously agreed upon work plans and schedules. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the College. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the approval.

6.5 ACCEPTANCE OF WORK

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

Acceptance of Vendor's work product shall be based on the following criteria:

Vendor's performance of tasks and deliverables as described in Section 5.0, pursuant to applicable North Carolina laws and regulations governing provision of Protective Services and Alarm Monitoring businesses.

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.6 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to **three** (3) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.7 DISPUTE RESOLUTION

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.8 CONTRACT CHANGES

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be made through the contract administrator.

/endor:			

7.0 ATTACHMENTS

IMPORTANT NOTICE

RETURN THE REQUIRED ATTACHMENTS A, D, E, F & G WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT WITH AN ASSOCIATED LINK

ATTACHMENT A: PRICING

Complete and return the Pricing associated with this IFB, which can be found in the table below:

ANNUAL COST:

ALARM MONITORING COST PER EACH ALARM PANEL

Quantity	Monthly rate PER EACH PANEL	ANNUAL COST PER PANEL (Monthly rate per panel x 12 months)
1 each	\$	\$

TOTAL ANNUAL ALARM MONITORING COST (based on current listing of panels in ATTACHMENT I)

Quantity	ANNUAL COST PER PANEL	TOTAL COST (Annual cost per panel
		x 43 panels)
43	\$	\$

REPROGRAMMING COST:

PANEL REPROGRAMMING COST (If Applicable)

, at 122 (12) (13 of 12) (13 of 13) (13 of 14)		
# of Panels requiring	Reprogramming rate	TOTAL REPROGRAMMING COST (#
Reprogramming	Per Panel	Panels requiring Reprogramming x
		Reprogramming rate per Panel)
	\$	\$

A.	Initial one of the following:
	Panel Reprogramming is required for start-up.
	Panel Reprogramming is not required for start-up.
В.	If panel reprogramming is required for start-up, initial one of the following:
	Panel Reprogramming will be at the college's expense at the per-panel cost listed above
	Panel Reprogramming will be at the Vendor's expense.

DIALER REPROGRAMMING COST (If Applicable)

	, , , , , , , , , , , , , , , , , , , ,	
# of Dialers requiring	Reprogramming rate	TOTAL REPROGRAMMING COST (#
Reprogramming	Per Dialer	Dialers requiring Reprogramming x
		Reprogramming rate per panel)
	\$	\$

A.	Initial one of the following:
	Dialer Reprogramming is required for start-up.
	Dialer Reprogramming is not required for start-up.
В.	If Dialer Reprogramming is required for start-up, initial one of the following:
	Panel Reprogramming will be at the college's expense at the per-panel cost listed above.
	Panel Reprogramming will be at the Vendor's expense.

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Bid Number:88-240023-BO	Vendor:

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

https://www.doa.nc.gov/form-north-carolina-general-terms-and-conditions-11-2023/open

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

https://www.doa.nc.gov/pandc/onlineforms/form-hub-supplemental-vendor-information-9-2021/download

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link:

https://www.doa.nc.gov/pc-formcustomerreferencetemplate092021-attachment-epdf/open

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:

https://www.doa.nc.gov/pandc/onlineforms/form-location-workers-09-2021/download

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

https://www.doa.nc.gov/pandc/onlineforms/form-certification-financial-condition-09-2021/download

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ATTACHMENT H: CENTRAL PIEDMONT COMMUNITY COLLEGE INSURANCE REQUIREMENTS

Insurance Requirements	
Commercial General Liability (CGL) – (occurrence form) coverage not less than:	\$3,000,000 General Aggregate* \$3,000,000 Products and Completed Operations Aggregate \$1,000,000 Each Occurrence *Including contractual liability, waiver of subrogation, primary & non- contributory. Schedule of Endorsements must be provided GL Policy Number must be listed
Automobile Liability – Required for all Owned Autos or must provide 'Hired & Non-Owned Auto' coverage: Umbrella Liability – Additional coverage that can be	\$1,000,000 Combined Single Limit* OR \$1,000,000 Bodily Injury per Accident \$1,000,000 Bodily Injury per Person \$1,000,000 Property Damage *Including waiver of subrogation in favor of Central Piedmont Community College
combined to meet requirements	\$10,000,000 Per occurrence \$10,000,000 Aggregate
Workers' Compensation	State Statutory Limits* Employer Liability \$500,000 Each Accident* \$500,000 Disease Policy Limit \$500,000 Disease Each Employee *Including waiver of subrogation in favor of Central Piedmont Community College
Additional Insured – Central Piedmont Community College (Attach Additional Insured Endorsement evidencing coverage of <u>Ongoing Operations and</u> Completed Operations for the additional insured)	 Coverage must be primary and non-contributory above any other insurance Central Piedmont Community College may carry. Waiver of Subrogation on all policies in favor of Central Piedmont Community College Make subcontractor's insurance primary
<u>Professional Liability</u> (Errors and Omissions) —if professional services are being provided	\$1,000,000 Per Occurrence / \$5,000,000 Aggregate
Cyber Liability	\$5,000,000 Per Occurrence *Including information security & privacy liability

- 1) Central Piedmont Community College needs to be listed as the Additional Insured:
 - a. Central Piedmont Community College (Attach Additional Insured Endorsement evidencing coverage of *Ongoing Operations and Completed Operations* for the additional insured)
 - Coverage must be primary and non-contributory above any other insurance Central Piedmont Community College may carry
 - Waiver of Subrogation on all policies in favor of Central Piedmont Community College
 - Make subcontractor's insurance primary
- 2) Central Piedmont Community College needs to be listed as the **Certificate Holder**: Central Piedmont Community College

Vendor:	

ATTN: ENTERPRISE RISK MANAGEMENT PO Box 35009 Charlotte, NC 28235

Mailing address: PO Box 35009, Charlotte NC 28235-5009 Physical address: 1425 Elizabeth Avenue, Charlotte, NC 28204

 Central Piedmont Community College requires a COI which shows General Liability, Workers' Compensation, Automobile Liability and Umbrella Liability coverages.

(The minimum coverages accepted are listed for each.)

- a. Enterprise Risk Management *may* opt to waive the requirements for Automobile Liability or the Workers' Compensation—depending on the scope and scale of the job or event.
- b. Enterprise Risk Management *may* opt to waive the requirements for Umbrella Liability in addition to the GL—depending on the GL coverage as well as the scope and scale of the job or event.
- 4) Carrier and effective/expiration date must be shown on all coverages listed on COI.
- 5) If a service is being rendered, Enterprise Risk Management will need to see proof of **Professional Liability**.
- 6) If the service being rendered involves waste removal of any kind, Enterprise Risk Management needs to see **Pollution Liability** as well as **Transportation Liability**.
- 7) If any products and/or services related to information technology (including hardware and/or software) are provided to Central Piedmont Community College, **Cyber Liability** will be required. Additionally, network security liability arising from the unauthorized access to, use of, or tampering with computer systems, including hacker attacks or inability of an authorized third party to gain access to your services, including denial of service, unless caused by a mechanical or electrical failure.
- 8) There may be instances where Enterprise Risk Management will require additional insurance and/or coverages based on the service(s) provided.

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ATTACHMENT I: CURRENT LISTING OF CENTRAL PIEDMONT ALARM PANELS

PANEL SITE LOCATION	ADDRESS
Shaw ATC Building	1105 Charlottetown Avenue, Charlotte, NC 28204
Cato	8120 Grier Road, Charlotte, NC 28215
Cato II	8120 Grier Road, Charlotte, NC 28215
Cato III	8121 Grier Road, Charlotte, NC 28215
Parr Art Center	1315 East 4th Street, Charlotte, NC 28204
Central High	1141 Elizabeth Avenue, Charlotte, NC 28204
Citizens Center	1221 Charlottetowne Avenue, Charlotte, NC 28204
City View Center	1609 Alleghany Street, Charlotte, NC 28208
Parking Deck 1	1321 Charlottetowne Avenue, Charlotte, NC 28204
Parking Deck 2	1108 Charlottetowne Avenue, Charlotte, NC 28204
Parking Deck 3	1300 Elizabeth Avenue, Charlotte, NC 28204
Parking Deck 4	1225 East 4th Street, Charlotte, NC 28204
Disher Building	1300 East 4th Street, Charlotte, NC 28204
Drumm Building	1325 East 7th Street, Charlotte, NC 28204
Giles Science Building	1300 Sam Ryburn Walk, Charlotte, NC 28204
Hall Professional Development Building	1112 Charlottetowne Avenue, Charlotte, NC 28204
Harper Main and Harper IV	315 West Hebron Street, Charlotte, NC 28273
Harris 1 Building	3210 CPCC Harris Drive, Charlotte, NC 28208
Harris 2 Building	3216 CPCC Harris Drive, Charlotte, NC 28208
Health Careers/Belk Building	1335 Elizabeth Avenue, Charlotte, NC 28203
Horticulture Center	3645 East WT Harris Boulevard, Charlotte, NC 28215
Joe Hendrick Center	2820 Campus Ridge Road, Matthews, NC 28105
Leon Levine Health Science	1224 Charlottetown Avenue, Charlotte, NC 28204
Levine	2800 Campus Ridge Road, Matthews, NC 28105
Levine III	2800 Campus Ridge Road, Matthews, NC 20105
Levine Information Technology	1125 Charlottetowne Avenue, Charlotte, NC 28204
Old ATC Building	1241 Charlottetowne Avenue, Charlotte, NC 28204
Belk Center for Justice	11920 Verhoeff Drive, Huntersville, NC 28078
Claytor	11930 Verhoeff Drive, Huntersville, NC 28078
Merancas-CDL	11600 Verhoeff Drive, Huntersville, NC 28078
Merancas IV	12010 Verhoeff Drive, Huntersville, NC 28078
Transportation Systems Building	11940 Verhoeff Drive, Huntersville, NC 28078
Norman Building	1330 East 4th Street, Charlotte, NC 28204

North Classroom Building	1320 Sam Ryburn Walk, Charlotte, NC 28204
North Energy Plant	280 Pease Lane, Charlotte, NC 28204
Overcash Center	1206 Elizabeth Avenue, Charlotte, NC 28204
Parr Center/Library	1201 Elizabeth Avenue, Charlotte, NC 28204
Philip L. Van Every Culinary Arts Building	425 North Kings Drive, Charlotte, NC 28204
Pitts Building	1308 East 4th Street, Charlotte, NC 28204
Sloan Morgan Building	1220 Elizabeth Avenue, Charlotte, NC 28204
Sommers Building	1322 East 4th Street, Charlotte, NC 28204
Worrell	1228 Elizabeth Avenue, Charlotte, NC 28204
Zeiss Building	1231 Elizabeth Avenue, Charlotte, NC 28204

*** Failure to Return the Required Attachments May Eliminate

Your Response from Further Consideration ***