



STATE OF NORTH CAROLINA

NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY, OFFICE OF
RECOVERY AND RESILIENCY (NCORR)

REQUEST FOR BID NUMBER #: Abatement - 07

WORK ORDERS FOR RESIDENTIAL ASBESTOS ABATEMENT
SERVICES FOR RECONSTRUCTION

Date of Issue: **January 21, 2022**

Request for Bid Opening Date: **February 4, 2022**

At **12:00 PM ET**

Direct all inquiries concerning this Request for Bid to:

Angie Dunaway

Chief Procurement Officer

Email: angie.dunaway@ncdps.gov and Construction@ReBuild.NC.gov

Phone: 919-609-0937


**STATE OF NORTH CAROLINA
NCORR**

Refer <u>ALL</u> Inquiries regarding this Request for Bids to: angie.dunaway@ncdps.gov and construction@rebuild.nc.gov	RFB #: Abatement-07
	Description: Abatement Projects for Modular, Reconstruction

EXECUTION

Failure to execute/sign Request for Bid prior to submittal shall render bid invalid and it WILL BE REJECTED. Late responses cannot be accepted.

In compliance with this Request for Bid (RFB), and subject to all the conditions and Attachments herein, the undersigned Vendor offers and agrees to enter into contracts based upon the prices set opposite each item within the Bid Pricing Book attached to this Request for Bid. By executing this form, the undersigned Vendor certifies that its bid is submitted competitively and without collusion (G.S. 143-54), that 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. Gen. Stat. §143-59.2), and that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this RFB, 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 Request for Bid, 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. G.S. Gen. Stat. §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 Contract; 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 any response in this Request for Bid, you attest, for your entire organization and its employees or agents that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

VENDOR: Vistabution, LLC		
DUNS NUMBER 170403526		
STREET ADDRESS: 8315 Six Forks Rd, Suite 205	P O BOX:	ZIP: 27615
CITY & STATE & ZIP: Raleigh, North Carolina	TELEPHONE NUMBER: (919) 844-9375	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE:		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: CJ Mann President		FAX NUMBER: (919) 861-0849
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: 02/02/2022	EMAIL: cjmann@visatbution.com

Offer valid for at least 60 days from date of bid opening, unless otherwise stated here: _____ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this Request for Bid.

ACCEPTANCE OF BID

If any or all parts of this bid are accepted by the State of North Carolina, an authorized representative of NCORR shall affix his/her signature hereto and this document and all provisions of the original RFP #19-RFP-014845-GSX, this Request for Bid, the Vendor response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s). *This procurement complies with the State's own procurement laws, rules and procedures per 2 CFR § 200.317.*

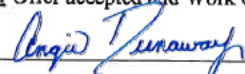
FOR STATE USE ONLY: Offer accepted and Work Order awarded this <u>16th</u> day of <u>February</u> , 2022 as indicated on the attached certification, by <u></u> (Authorized Representative of NCORR)

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1.0 PURPOSE AND BACKGROUND

Vendors have been approved to perform work on Housing Recovery Program (HRP) projects pursuant to #19-RFP-014845-GSX (RFPQ) Residential Asbestos Abatement. The North Carolina Department of Public Safety, Office of Recovery and Resiliency (NCORR) is seeking bids from those prequalified Vendors to provide services as described in the attached Scopes of Work in this Request for Bid (RFB).

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR BID DOCUMENT

This RFB is comprised of the base document, any attachments, and any addenda released before RFB award. All attachments and addenda released for this RFB in advance of any award are incorporated herein by reference. Vendor shall attach its response to this RFB for submission; however, any and all additional, modified or conflicting terms and conditions submitted on or with Vendor's bid shall be disregarded and shall not be considered a part of any Work Order arising from this RFB. Any attempt to delete or avoid the force of the previous sentence shall render Vendor's bid invalid and non-responsive, and it shall not be considered.

2.2 SUBMISSION INSTRUCTIONS

Instructions: A RFB, subject to the terms and conditions of RFPQ and any conditions made a part hereof and the receipt requirements described below, shall be received at the **email** address indicated below for furnishing and delivering services as described herein.

angie.dunaway@ncdps.gov and Construction@ReBuild.NC.gov

Vendor shall submit one (1) **signed, original executed** response to the email address identified above. Vendor shall insert the bid number in the subject line of the email with the Vendor's name and date and time of opening in the body of the email. Vendor shall also name Vendor's contract manager (see Section 4.5) in the body of the email with contact information (phone number and email address).

IMPORTANT NOTE: It is the responsibility of the Vendor to have the signed RFB in this email account by the specified time and date of opening. This is an absolute requirement. The time of delivery will be marked on each RFB when received, and any response received after the submission deadline will not be accepted or evaluated. Any changes to the RFB and a summary of all questions submitted and answers will be emailed to Vendor as an Addendum.

It is the Vendor's responsibility to assure that all addenda have been reviewed and, if need be, signed and returned.

2.3 QUESTIONS ABOUT REQUEST FOR BID

Purpose: Upon review of the RFB, Vendors may have questions to clarify or interpret the Bid in order to submit the best response possible. To accommodate the Questions process, Vendor shall submit any such questions by the below due date and time.

Instructions: Written questions shall be emailed to angie.dunaway@ncdps.gov and construction@rebuild.nc.gov no later than **10:00 am January 25, 2022**. Vendor should enter “ RFB# - Abatement 07 - Questions” as the subject for the email. Questions submittals should include a reference to the applicable RFB section and be submitted in a format shown below:

Reference	Vendor Question
RFB, Page Number	Vendor question...?

Questions received prior to the submission deadline date and time, the State’s response, and any additional terms deemed necessary by the State will be provided in the form of an addendum, and will be emailed to all Vendors that received an RFB by email and shall become an Addendum to this RFB. 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 RFB, shall be considered authoritative or binding. Vendor shall be entitled to rely *only* on written material contained in any Addendum.

2.4 REQUEST FOR BID CONTENTS

Vendor shall populate all attachments of this RFB that require the Vendor to provide information and include an authorized signature where requested, as outlined below. Vendor Responses shall include the following items and they should be arranged in the following order:

- a) Completed and signed version of EXECUTION PAGE and signed receipt pages of any addenda released in conjunction with this RFB.
- b) Letter from Surety company stating ability to bond all projects
- c) Completed version of ATTACHMENT A: Bid Worksheet (Document attached in email)
- d) ATTACHMENT B: Acknowledgement of COVID-19 Vaccination and Testing Policy (signed)

2.5 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **APPLICATION:** The Request for Prequalification Application.
- b) **CM:** Construction Manager.
- c) **CONTRACT LEAD:** Representative of NCORR who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the State and who will administer this contract for the State.
- d) **CONTRACTOR:** see VENDOR below.
- e) **DPS:** Department of Public Safety.

- f) **E-PROCUREMENT SERVICE(S):** The program, system, and associated Services through which the State conducts electronic procurement.
- g) **NTP:** Notice to Proceed
- h) **PRINCIPLE PLACE OF BUSINESS:** That principle place from which the overall trade or business of the Vendor is directed or managed.
- i) **RFB:** Request for Bid. Document used to respond to individual requests for abatement services.
- j) **RFPQ:** Request for Prequalification.
- k) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- l) **SOW:** Statement of Work.
- m) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- n) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.
- o) **VENDOR or CONTRACTOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Bids.

3.0 METHOD OF AWARD AND EVALUATION PROCESS

3.1 METHOD OF AWARD

The RFB will be awarded in accordance with State and Federal law and the evaluation criteria set out in this solicitation. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal and State law.

NCORR may obtain bids from one or more potential Vendors. All bids will be evaluated and award will be made based on the lowest responsive, responsible bid meeting specifications.

GCs are required to submit a letter, dated within this RFB Solicitation, from your surety company, signed by their Attorney in Fact, verifying their willingness to issue sufficient payment and performance bonds for this RFB Solicitation, on behalf of your firm and the dollar limits of that bond commitment, both single and aggregate. Surety company bond rating shall be rated "A" or better under the A.M. Best Rating system or The Federal Treasury List.

3.2 REQUEST FOR BID EVALUATION PROCESS

- a) The State shall review the responses to this RFB to confirm that they meet the specifications and requirements. The State reserves the right to waive any minor informality or technicality.
- b) For all responses that pass the initial review process, the State will review and assess the Vendors' pricing. The State may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the RFB. Vendors are cautioned, however, that the State is not required to request clarification, and often does not. Therefore, all responses 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.
- c) The State reserves the right to contact references as well as any other known sources to verify Vendor's past performance. This information may be considered in making an award.

- d) Vendors are cautioned that this is a request for bid, not a request or an offer to contract, and 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.

3.3 CONFIDENTIALITY DURING PROCESS:

During the evaluation period and prior to award, all information concerning the responses and evaluation is confidential, and possession of the responses and accompanying information is limited to personnel of the issuing agency and any third parties involved in this procurement process, and to the committee responsible for participating in the evaluation. Any attempt on behalf of Vendor to gain such confidential information, or to influence the evaluation process (e.g., contact anyone involved in the evaluation, criticize another Vendor, offer any benefit or information not contained in the bid) in any way is a violation of North Carolina purchasing law and regulations and shall constitute sufficient grounds for disqualification of Vendor's offer from further evaluation or consideration in the discretion of the State (NCAC 05B. 0103).

3.3 NOTICE TO VENDORS REGARDING TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the State's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFB, 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 RFB.

If Vendors have questions, issues, or exceptions regarding any term, condition, instruction or other component within this RFB, those shall be submitted as questions to the Agency prior to submission and before the stated deadline. If the State determines that any changes will be made as a result of the points raised, then such decisions will be communicated in the form of an addendum. Other than through this process, and subject to the provisions of section 2.3, the State rejects and shall not be required to evaluate or consider any additional or modified terms and conditions or Instructions to Vendor submitted with Vendor's bid. This applies to any language appearing in or attached to the RFB as part of the Vendor's bid that purports to vary any terms and conditions or CDBG-DR rules, requirements, standards, NCORR requirements and/or the State's instructions herein or to render the RFB as non-binding or subject to further negotiation. Vendor's bid shall constitute a firm offer to perform contracts assigned to Vendor or awarded to Vendor after competitive bidding. **By execution and delivery of a response to this RFB, Vendor agrees that any additional or modified terms and conditions, including Instructions to Vendors, whether submitted purposely or inadvertently, or any purported condition to the offer shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's Bid.**

3.4 INTERPRETATION OF TERMS AND PHRASES

This RFB 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 Work Orders resulting from this procurement. As such, all terms in the RFB and any addenda shall be enforceable in accordance with the General Contract Terms and Conditions. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable 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 RFB. 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 RFB. By submitting a response, 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 RFB. If the Vendor is unclear or has any question about the specifications, requirements or terms and conditions herein, it is urged and cautioned to contact the issuing agency Contract Lead as specified in this Request.

4.1 APPROVED PRICING CHARGES AND COSTS

Bid price shall constitute the total cost to NCORR for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFB. Vendor shall complete ATTACHMENT A: Bid Worksheet.

4.2 WORK ORDER TERM

Each Work Order shall have an initial term of 45 Days after Notice to Proceed.

At the end of the Work Order's current term, the State shall have the option, in its sole discretion, to extend the Work Order on the same terms and conditions.

4.3 PRICING

Any costs not reflected in the Work Order will be paid out according to an authorized change order after showing documentation that additional costs are required by the Authority Having Jurisdiction. Change order pricing shall be negotiated between Vendor and NCORR.

Price shall constitute the total cost to the State for all deliverables required in each Work Order. Vendor shall not invoice for any amounts not specifically allowed for in this Work Order Batch per ATTACHMENT A: Bid Worksheet (Document attached in email) and included with Response. Vendor shall submit bids for all projects in this RFB.

4.4 INVOICES

Vendor shall provide an invoice to the NCORR Construction Manager.

The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Construction Manager with an invoice for each Work Order. Vendor shall submit a separate invoice per application number. Invoices shall include detailed information, supporting documentation and/or deliverables requested in a Work Order to allow NCORR or its designee to verify fees, costs and/or expenses.

At a minimum, the following fields shall be included on all invoices: Vendor's Billing Address, Customer Account Number, NC Contract Number, Work Order Date and back up documentation.

4.5 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall 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.

4.6 SCOPE OF SERVICES

Qualified Vendors shall conduct Asbestos Abatement Activities for friable and/or non-friable materials in single family and/or multi-family residential homes in a manner compliant with all applicable laws and regulations, including but not limited to NC General Statutes §130A-444 et seq. (North Carolina accreditation, permitting, asbestos exposure in public areas, NC General Statutes §130A-22(b1)-(b2) (penalties), EPA 40 CFR Part 61, Subpart M and North Carolina Admin. Code 10A NCAC 41C .0600 et seq. (national emission standards and renovation/demolition requirements for asbestos), OSHA, §1926.1101 (federal safety and health regulations regarding asbestos), United States Environmental Protection Agency, United States Department of Labor rules and regulations, and local or county ordinances.

Within 3 days after completion of authorized abatement/mitigation scope, the Qualified Vendor shall prepare and submit a Final Clearance Report to Construction Manager (CM) with all legally required supporting documentation, including digital photographs, demonstrating performance of asbestos abatement activities in the area identified in the asbestos survey provided by the NCORR CM.

NCORR will only pay for passed Clearance Reports. Any Clearance Report that did not pass must be redone by the Vendor at its cost.

All participants shall be treated with dignity and respect. The State expects responsiveness to the State and the homeowner, first-class customer service, and interactions and communications that are easily understood, prompt, and courteous.

4.7 ADDITIONAL REQUIREMENTS

- a) Provide professional labor, equipment, and materials adequate to perform the work in accordance with the scope of work issued for each eligible applicant's residential structure while ensuring that all applicable housing standards and codes are met;
- b) At least one subcontractor used on this contract must be a Section 3 business. Failure to list at least one Section 3 subcontract on the Section 3 Utilization Plan attached to Vendor's response to this RFB shall be grounds to consider the response non-responsive.
- c) At least one subcontractor used on this contract must be a M/WBE business. Failure to list at least one M/WBE subcontract on the M/WBE Utilization Plan attached to Vendor's response to this RFB shall be grounds to consider the response non-responsive.
- d) Comply with all applicable local, state, and federal laws, regulations, and guidelines, which may include: HUD Community Development Block Grant disaster laws, regulations, and guidelines; the Davis Bacon Act (for repairs to properties containing eight (8) units or more); and Section 3 of the Housing and Urban Development Act of 1968;
- c) Within twenty-four (24) hours of receipt of the executed RFB from NCORR, the Vendor shall provide copies of its insurance and bonding paperwork to the NCORR Contract Administrator.

- d) Within seventy-two hours of execution the Vendor shall visit the designated work site, and examine the site of the proposed work to acquire a full understanding of the nature and scope of the abatement work to be accomplished.
- e) Upon approval by NCORR, the Vendor will receive a Notice to Proceed (NTP) via e-mail to begin with the work. The approval shall incorporate the Vendor's estimate as a "not to exceed" cost and the agreed upon starting and completion dates. No work shall be undertaken by the Vendor until a NTP has been received.
- f) Vendor shall not perform work that would result in exceeding the dollar limitation of the estimate without first having obtained written change order approval from NCORR. Any additional costs that arise as a change order shall be paid at the negotiated price agreed upon by NCORR, CM, and the Vendor, which will include profit and overhead.
- g) Failure to meet the response time requirements established above, without NCORR's concurrence, may result in the Vendor being considered in default of the Terms and Conditions of this contract.
- h) The response times indicated above are applicable to non-emergency requirements. The Vendor shall be expected to respond to emergency requirements within a two (2) hour time frame as dictated by the implications of safety and health that apply to the circumstances of the specific situation. The Vendor will be given a maximum of two hours to determine if he can respond to the emergency. In the event the Vendor cannot respond to the requirements, NCORR reserves the right to contract with another Vendor;
- i) Meet all federal, state, and local requirements for the transport and disposal of municipal solid, industrial, hazardous, and other wastes from demolished structures; and
- j) The parties agree that calculation of actual damages resulting from failure to meet the following performance standards is extremely difficult, if not impossible, to calculate accurately, and the parties also agree that the compensation identified for such failures are a reasonable estimate of damages resulting from a failure to meet the performance standard described. Therefore, the parties agree that the Vendor shall be subject to amounts due as liquidated damages but not as a penalty, for each such failure, as follows:

Should the Vendor fail to complete the work under this contract within the stipulated time as set forth in this RFB, the Vendor agrees that NCORR may subtract from Vendor payment the sum of \$200.00 per day for each calendar day that the project is incomplete.

Notwithstanding any other provision herein, liquidated damages shall not be subject to a limitation or limit of liability for damages that otherwise may be applicable to recoverable damages.

- k) Vendor shall comply with all federal EPA and OSHA regulations, as well as all applicable North Carolina Department Asbestos and lead Rules and Regulations for asbestos and lead abatement projects and/or certificates to ensure jurisdictional compliance and project closeout.
- l) Vendor shall provide Project Specific Site Health and Safety Plan (HASP). The plan shall be submitted to the CM within 15 days of NTP and prior to any work beginning for each project.
- m) Vendor may submit bond(s) after issuance of NTPs. Failure to submit bonds 5 days after the issuance of NTP(s) will result in a cancelation of the intent to award.

5.0 WORK ORDER

5.1 WORK ORDER SPECIFICATIONS

Projects:

Project ID	Address	City	County	Construction Type	Abatement Type
APP-08436		Clarkton	Bladen	Modular + Elevation	ACM
APP-06895		Leland	Brunswick	Modular	ACM
APP-06314		Whiteville	Columbus	Modular	ACM
APP-06819		Whiteville	Columbus	Modular	ACM
APP-06967		Whiteville	Columbus	Modular	ACM
APP-07425		Havelock	Craven	Modular	ACM
APP-08223		New Bern	Craven	Modular + Elevation	ACM
APP-08750		Raeford	Hoke	Modular	ACM
APP-05659		Hampstead	Pender	Modular	ACM
APP-01033		Lumberton	Robeson	Modular	ACM
APP-05286		Lumberton	Robeson	Modular	ACM
APP-04612		Red Springs	Robeson	Modular + Elevation	ACM
APP-05515		Rowland	Robeson	Modular	ACM

5.2 VENDOR’S REPRESENTATION

- a) Vendor warrants that qualified personnel shall provide all services that may be required under The Work Order in a professional manner. “Professional manner” means that the personnel performing the services shall possess the skill and competence consistent with at least the prevailing business standards in the industry. Vendor agrees that it shall not enter any agreement with a third party that may abridge any rights of the State under the contract. Vendor shall serve as the prime contractor under the Work Order 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 Work Order documents; and shall not limit Vendor’s obligations hereunder.
- b) If any goods, services, functions, or responsibilities not specifically described in the Work Order are required for Vendor’s proper performance, provision and delivery of the goods and services under The Work Order, or are an inherent part of or necessary sub-requirement included within such goods and services, 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 goods and services.

- c) Vendor warrants that it has the financial capacity to perform and to continue performing 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 the Work Order; and that entering into the Work Order is not prohibited by any contract, or an order by any court of competent jurisdiction.
- d) Compliance with the Copeland “Anti-Kickback” Act
 - i. Vendor. The Vendor shall comply with 18 U.S.C § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - ii. Subcontracts. The vendor or subcontractor shall insert in any subcontracts the clause above and such other clauses as HUD may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
 - iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for a debarment as a Vendor and subcontractor as provided in 29 C.F.R. § 5.12.
- e) Vendor has read and understands the requirements imposed upon general contractors in the Action Plan and Housing Manual, which can be found on NCORR’s website, www.rebuild.nc.gov
- f) Vendor hereby agrees that all Attachments to this RFB shall be binding and included as contractual commitments.

5.3 WORK ORDER AUTHORIZATION AND COMPENSATION

During the term of any contract awarded under this RFP, NCORR may request Vendor to perform certain projects as described above, subject to specific work authorization in the form of a Work Order. All Work Orders shall be in writing, signed by both the Vendor and NCORR (or its designee), and shall include a scope of services, a list of tasks to be performed by Vendor, a time schedule, a list of deliverables if any, and such other information or special conditions as may be necessary for the work requested.

6.0 COVID-19

6.1 NC COVID-19 VACCINATION AND TESTING REQUIREMENT

Executive Order 224, signed by Governor Cooper on July 30, 2021, requires all state employees and contractors who may enter facilities at Cabinet Agencies or other participating State Agencies to provide proof of full vaccination or a negative Covid test result within the last seven (7) days. Contractors must follow the requirements of this policy to ensure that their employees are: (1) fully vaccinated or tested within seven (7) days of entering a State facility, and (2) wearing face coverings where required at State facilities. Each Vendor shall certify its acknowledgement and intent to comply with this policy by completing ATTACHMENT B: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY.

6.2 FEDERAL COVID-19 VACCINATION REQUIREMENT

President Biden recently issued Executive Order 14042 requiring that all employees working on or in connection with a federal contract be fully vaccinated against COVID-19. By responding to this solicitation, Vendor acknowledges and agrees to comply with the federal COVID-19 vaccination requirements.

RFB # Abatement - 07

Vendor: Vistabution, LLC

ATTACHMENT A: Bid Worksheet

(Document attached in email)

Roy Cooper, Governor
Eddie M. Buffalo, Jr., Secretary



North Carolina Department of Public Safety
Office of Recovery and Resiliency

Laura H. Hogshead, Director

Builders risk insurance (if applicable).

RFB, Informal Abatement 07 Bid Worksheet

Include In Price

ATTACHMENT B: ACKNOWLEDGMENT OF COVID-19 VACCINATION AND TESTING POLICY

Solicitation #: Abatement 07

Vendor Name: Vistabution, LLC

Executive Order 224, signed by Governor Cooper on July 30, 2021, requires all state employees, and contractors who may enter facilities at Cabinet Agencies or other participating State Agencies to provide proof of full vaccination or a negative Covid test result within the last seven (7) days. Contractors must follow the requirements of this policy to ensure that their employees are: (1) fully vaccinated or tested within seven (7) days of entering a State facility, and (2) wearing face coverings where required at State facilities.

New State contracts must ensure that Vendor's employees are complying with these requirements. If a Vendor's employee operates off-site and is never expected to enter State facilities, that employee may be exempted from this requirement.

Vendors must verify that these requirements are being met by their employees. By signing this acknowledgment, Vendor agrees that it will verify that these requirements are met for its employees who may enter any State facilities or properties subject to this policy.

COVID-19 Vaccination

In order to show that an employee is fully vaccinated, the employee may submit any of the following:

1. An original or copy of a COVID-19 Vaccination Record Card issued on the form provided by the U.S. Centers for Disease Control and Prevention ("CDC").
2. A note or receipt signed by a licensed nurse, physician pharmacist, physician's assistant, or other representative of the place where the vaccine was administered. This note or receipt must show at least: (a) the worker's name (b) the name of the healthcare provider administering the vaccine (c) date(s) of vaccination (d) place of vaccination and vaccine product name (i.e., Moderna, Pfizer, or Johnson & Johnson)
3. A printout made by the worker of the worker's record from North Carolina's COVID-19 Vaccine Management System ("CVMS"). For information about accessing CVMS and to register, workers may visit NCDHHS COVID-19 Vaccine Management System Web Portal. SPECIAL NOTE: A worker's vaccine information may not be available in CVMS. Other vaccine management systems (for example, the systems used in other states, or the systems used by pharmacies or other health care providers) may also contain vaccination information.

COVID-19 Testing

For unvaccinated workers subject to the testing requirement, a negative COVID-19 test dated within the last seven (7) days must be provided prior to entering State facilities. Accepted diagnostic testing includes an antigen or molecular test (nucleic acid amplification test [NAAT] or RT-PCR) authorized by the Food and Drug Administration (FDA). Results must come from a Clinical Laboratory Improvement Amendments (CLIA) certified setting appropriate for the test type (i.e., high, moderate, or waived laboratory). The test result should include name, date of birth, date of specimen collection, date of result, and diagnostic test result. Tests that are taken at home, without being submitted through a laboratory, are not acceptable. COVID-19 antibody tests are not acceptable.

For more information regarding North Carolina's Vaccination and Testing Policy, see [COVID-19 Vaccination or Testing FAQs](#) | NC Office of Human Resources.

The undersigned hereby certifies that he or she has read this certification, that he or she will comply with the requirements set forth above, and that he or she is an officer, member, partner, owner, or other such managing employee of the Vendor (the "Authorized Representative") that is authorized to execute this certification and to bind the Vendor to the certifications, statements, and agreements herein.



Signature

02/02/2022

Date



Colonial Surety Company - 123 Tice Blvd Suite 250, Woodcliff Lake, NJ 07677-8447
p (201) 573 8788 | (800) 221-3662 | (201) 573 1062 | (800) 743 1062 e info@colonialsurety.com

February 4, 2022

NC Department of Public Safety,
Office of Recovery and Resiliency
NCORR
3030 Hammond Business Place
Raleigh, NC 27603

Re: Surety Pre-Qualification- Vistabution, LLC

To Whom It May Concern:

Colonial Surety Company, reinsured by Beazley Insurance Company, Inc., has established a line of bonding credit of \$2,000,000.00 per single project with a \$4,000,000.00 aggregate limit for Vistabution, LLC. Vistabution LLC has been a client of Colonial Surety Company since October, 2014, and they remain in good standing with us.

Colonial Surety Company will bond all projects for NCORR including the bid amount for \$84,843.00 for Bid Abatement-07 for NC Department of Public Safety (NCORR). Our willingness to extend suretyship will be based on our underwriting of the account at the time of the contractor requests approval.

If you have any questions, please contact us at (800) 221-3662.

Regards,

A handwritten signature in black ink, appearing to read 'Philip Shepard'.

Philip Shepard
Bonding Manager

M/WBE/HUB UTILIZATION PLAN

Instructions: This Utilization Plan must be submitted with any bid/assignment. This Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE)/ Historically Underutilized Business (HUB) under the bid. Attach additional sheets if necessary. NC statute requires a 10% goal for M/WBE participation. The percentage should be found by adding all "Anticipated Dollar Value of Subcontracts" from this form and dividing it by the total bid amount. If the goal is not met, then documentation **MUST** be attached which explains the good faith efforts made to reach the 10% goal (not rounded). NCOORR will evaluate the good faith efforts and, in its sole discretion, will determine if the efforts made are sufficient. If the goal is not met and sufficient good faith efforts (as determined solely by NCOORR) are not made then the bid will be deemed non-responsive.

PROPOSED CONTRACT DOLLAR VALUE:

VENDOR CONTACT INFORMATION

Company Name: Vistabution, LLC
 Phone: (919) 844-9375 Fax: (919) 861-0849 Email: cjmanna@vistabution.com
 Registered company address: 8315 Six Forks Rd, Suite 205
 City: Raleigh, State: NC ZIP Code: 27615

CONFIRMED SUBCONTRACTORS / SUPPLIERS

Certified MWBE Contractor or Supplier (Name, Address, and Phone Number)	Certification (Y/N)	Detailed Description of Work (ATTACH ADDITIONAL SHEETS, IF NECESSARY)	Anticipated Dollar Value of Subcontracts/Supplies /Services
Vistabution, LLC 1 8315 Six Forks Rd Suite 205 Raleigh, NC 27615	NC Certified <input checked="" type="checkbox"/> MBE/HUB <input type="checkbox"/> WBE	ACM Abatement	\$ 74,000
2	NC Certified <input type="checkbox"/> MBE/HUB <input type="checkbox"/> WBE		\$
3	NC Certified <input type="checkbox"/> MBE/HUB <input type="checkbox"/> WBE		\$

Total percentage of M/WBE participation: 87% - ATTACH GOOD FAITH EFFORTS DOCUMENTATION IF LESS THAN 10%.
 PREPARED BY: _____ *FOR AGENCY USE ONLY*

Name, Title, Signature: CJ Mann President
 Date: 2/4/2022
 Reviewed By: _____
 Approved: Yes No
 Date: _____

SECTION 3 UTILIZATION

Instructions: This Utilization Plan must be submitted with any bid. This Plan must contain a detailed description of the supplies and/or services to be provided by each certified Section 3 Business under the bid. Attach additional sheets if necessary. At least one subcontract **MUST** be listed. Full Section 3 compliance will be assessed quarterly and will factor into the contractor's scorecard score.

PROPOSED CONTRACT DOLLAR VALUE:

VENDOR CONTACT INFORMATION

Company Name: Vistabutton, LLC
 Phone: (919) 844-9375 Fax: (919) 861-0849 Email: cjmann@vistabutton.com
 Registered company address: 8315 Six Forks Rd, Suite 205
 City: Raleigh, State: NC ZIP Code: 27615

CONFIRMED SUBCONTRACTORS / SUPPLIERS

Certified Section 3 Contractor or Supplier (Name, Address, and Phone Number)	Detailed Description of Work (ATTACH ADDITIONAL SHEETS, IF NECESSARY)	Anticipated Dollar Value of Subcontracts/Supplies/Services
1 Iglesia Ministerio La Palabra Viva Inc, 305 Kern St. Thomasville NC 27360-336-239-5530	ACM Abatement	\$ 10,843.00
2		\$
3		\$

PREPARED BY:

FOR AGENCY USE ONLY

Name, Title, Signature:

Reviewed By:

CJ Mann President



Approved:

Date:

Date:

7/24/2022

Yes
 No

Non-Collusion Affidavit

By submission of this bid, bidder and each person signing on behalf of bidder certifies, and in the case of joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his/her knowledge and belief:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

[3] No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FORGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of North Carolina, this 4 day of Feb 2022, 20 as the act and deed of said corporation of partnership.

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS LEGAL RESIDENCE

IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

NAMES LEGAL RESIDENCE

CJ Mann President

President

Viatbution, LLC

8315 SIX FORKS RD
Raleigh, NC 27615

Secretary

Treasurer

President

Secretary

Treasurer _____

Identifying Data:

Potential Contractor: Vistabution, LLC

Street Address: 8315 Six Forks Rd, Suite 205

City, Town, etc. Raleigh, NC

Telephone: (919) 844-9375 Title: CJ Mann President

If applicable, Responsible Corporate Officer Name

CJ Mann President

Title



Signature

Joint or combined bids by companies or firms must be certified on behalf of each participant:

Legal name of person, firm or corporation Legal name of person, firm or corporation

By _____ By _____

(Name)

(Name)

Title

Street Address

Street Address

City and State

City and State