



THIS CONTRACT is hereby made, entered into, and effective as of June 01, 2024, by and between GUILFORD COUNTY, a body politic and corporate of the State of North Carolina, hereinafter referred to as the “COUNTY,” and TRI Solutions, Inc., hereinafter referred to as the “CONTRACTOR,” and also collectively referred to as the “Parties.”

W I T N E S S E T H:

WHEREAS, for the purpose and subject to the terms and conditions hereinafter set forth, the COUNTY hereby contracts for the items, goods, service or services of the CONTRACTOR and the CONTRACTOR agrees to provide the items, goods, service or services to the COUNTY in accordance with the terms of this Agreement.

WHEREAS, the COUNTY is in need of the Replacement of Shower Coatings at the Greensboro Detention Center, 201 South Edgeworth Street, Greensboro, NC - BID 20186, and,

WHEREAS, the CONTRACTOR has submitted a proposal to provide such goods and/or services.

NOW, THEREFORE, in consideration of promises mutually exchanged the Parties agree as follows:

- 1. GOODS AND/OR SERVICES.** CONTRACTOR will provide the goods and/or services as set forth in the Specifications (Attachment A and Proposal (Attachment B), attached hereto and incorporated herein by reference. All items and/or services shall be provided in a competent, workmanlike and professional manner acceptable to the COUNTY. Should there be any discrepancy between the CONTRACTOR'S Proposal (Attachment B) and the Specifications (Attachment A) and/or the Contract, the Contract shall prevail and control.
- 2. PAYMENT AND PRICING.** As full compensation for the CONTRACTOR'S delivery of the goods and/or services, the COUNTY agrees to pay the amounts for the goods and/or services as set out herein and in Attachment B, which is attached hereto and incorporated herein by reference. Payment will be made by the COUNTY to CONTRACTOR within thirty (30) days of receipt of a correct invoice and proper documentation that the goods and/or services have been delivered or provided in accordance with this Contract.
- 3. MAXIMUM EXPOSURE CONTRACT.** The maximum financial exposure to the COUNTY under this Contract will not exceed \$384,200.00. Payment will be made only from budgeted funds in accordance with N.C.G.S. Chapter 159.
- 4. APPROPRIATION.** This Contract is subject to annual appropriation of funds by the GUILFORD COUNTY Board of Commissioners or other funding source, pursuant to N.C.G.S. Chapter §153A-13.
- 5. TERM.** Unless terminated as provided herein, this Contract shall be in effect for One Year, beginning June 01, 2024, and ending May 31, 2025, with the option to extend for No Renewals renewals at the same pricing and terms and conditions upon mutual written agreement of both Parties.

6. AMENDMENTS. The terms of this Agreement may only be modified or revised with a written Contract executed by both Parties.

7. TERMINATION.

TERMINATION WITHOUT CAUSE.

COUNTY may terminate this Contract without cause or penalty upon serving a Thirty (30) day written notice to the CONTRACTOR. Subject to this Contract's provisions regarding breach, all construction and repair work provided and accepted as of the date of termination will be paid; similarly, amounts paid in advance, if any, for which work has not been provided and accepted by COUNTY will be promptly refunded to COUNTY by CONTRACTOR within thirty (30) days of date of termination of this Contract.

TERMINATION FOR CAUSE.

If, through any cause, the CONTRACTOR shall fail to fulfill its obligations under this contract in a timely and proper manner, the COUNTY shall have the right to terminate this Contract by giving written notice to the CONTRACTOR and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the CONTRACTOR under this contract shall, at the option of the COUNTY, become its property and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of the CONTRACTOR'S breach of this Agreement, and the COUNTY may withhold any payment due the CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due the COUNTY from such breach can be determined. In case of default by the CONTRACTOR, without limiting any other remedies for breach available to it, the COUNTY may procure the contracts services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the CONTRACTOR shall be an act of default under this Contract.

8. BREACH. If, through any cause, CONTRACTOR or COUNTY ("the breaching party") shall fail to fulfill its obligations under this Contract in a timely and/or proper manner ("breach"), either in whole or in part, and such breach has continued for a period of more than ten (10) days after the other party ("the non-breaching party") has notified the breaching party of such breach, in addition to the right to terminate the Contract upon notice to the breaching party, the non-breaching party shall have all legal, equitable, and administrative rights available under applicable law. Without limiting other remedies, where COUNTY is the non-breaching party COUNTY may: Withhold any payment due CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due COUNTY from such breach can be reasonably determined (at which time that amount shall be deducted from any payment(s) otherwise due to CONTRACTOR) and/or procure the contracted for services or goods from other sources and hold CONTRACTOR responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by CONTRACTOR shall constitute an act of breach under this Contract.

9. EQUAL EMPLOYMENT OPPORTUNITIES - AFFIRMATIVE ACTION.

GUILFORD COUNTY and the awarded Vendor shall comply with Equal Employment Opportunities (EEO) requirements, and to take affirmative action to ensure that all individuals have an equal opportunity for employment without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, disability, genetic information, or veteran status under the Guilford County EEO Plan, as amended, implemented pursuant to 41 CFR Part 60-2.10(a)(3), 41 CFR §60-741.44(a) and 41 CFR §60-300.44(a), and in accordance with the following laws, as amended: Title VII and Title IX of the Civil Rights Act of 1964; The Equal Pay Act of 1963; Executive Order 11246; the Age Discrimination in Employment Act of 1967; the Rehabilitation Act of 1973, as amended (Section 503); the Americans with Disabilities Act of 1990; the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (VEVRAA); the Civil Rights Restoration Act of 1988; NC General Statutes Chapters 116 and 126 and Title II of the Genetic Information Nondiscrimination Act of 2008, the North Carolina Equal Employment Opportunity Policy effective June 1, 2015, along with all other applicable federal and state laws governing equal employment opportunities.

10. FEDERAL FUNDING – UNIFORM GUIDANCE. The Parties agree that when utilizing federal funding in the performance of this Agreement, the Parties shall comply with all applicable provisions of 2 C.F.R. §200.326 and 2 C.F.R. Part 200, Appendix II, (Uniform Guidance), including, but not limited to: The Equal Employment Opportunity Clause (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland “Anti-Kickback” Act (40 U.S.C. §3145, as supplemented by Department of Labor (DOL) regulations, 29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708, as supplemented by DOL regulations at 29 C.F.R., Part 5. See 2 C.F.R. Part 200, Appendix II(E); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549(1986) and 12689(1989) at 2 C.F.R. Part 180 and the DHS’ regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. Part 200, Appendix II(J) and §200.322); Rights To Inventions by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements (37 C.F.R. Part 401); Record Retention Requirements (2 C.F.R. §200-324); and subsequent amendments, which are incorporated herein by reference.

11. NOTICES. All notices pursuant to this Agreement shall be in writing and delivered personally or mailed by certified mail, registered mail, postage prepaid, with return receipt requested, at the addresses appearing below, but each Party may change such address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt. Mailed notices will be deemed communicated as of three (3) days after mailing.

Michael Halford, Guilford County Manager
GUILFORD COUNTY
P.O. Box 3427 (zip code 27402)
301 West Market Street
Greensboro, NC 27401

TRI Solutions, Inc.
712 Summit Avenue
Kinston, NC 28501

12. INDEPENDENT CONTRACTOR/INDEMNIFICATION CONTRACTOR shall operate as an independent contractor for all purposes. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between the COUNTY and either the CONTRACTOR or any employee or agent of CONTRACTOR. CONTRACTOR is an independent contractor and not an employee, agent, joint venture or partner of the COUNTY. The Parties agree to each be solely responsible for their own acts or omissions in the performance of each of their individual duties hereunder, and shall be financially and legally responsible for all liabilities, costs, damages, expenses and attorney fees resulting from, or attributable to any and all of their individual acts or omissions to the extent allowable by law.

13. ASSUMPTION. If CONTRACTOR should undergo merger, acquisition, bankruptcy or any change in their ownership or their name for any reason, CONTRACTOR must immediately notify GUILFORD COUNTY in writing of these changes and provide the COUNTY with legal documentation supporting these changes, such as an Assumption Agreement, Bill of Sale, Articles of Incorporation, Articles of Amendment, sales contract, merger documents, etc. Further, CONTRACTOR will submit the name and address of the assuming CONTRACTOR’S registered agent for service of process and/or all notices required under this Contract.

14. SEVERABILITY. If any provision of this Contract is held unenforceable, then such provision will be modified to reflect the Parties' intention. All remaining provisions of this Contract shall remain in full force and effect.

15. FORCE MAJEURE. Neither Party shall be liable to the other Party for any failure or delay caused by events beyond such Party's control and not due to its own negligence, provided that such Party uses commercially reasonable efforts to resume performance as soon as reasonably practicable. The non-performing Party shall notify the other Party of the force majeure event within twenty-four (24) hours of the onset thereof. In the event that a force majeure event precludes CONTRACTOR from performing services and/or providing goods for a period of ten (10) consecutive business days, the COUNTY shall have the right to: (a) procure replacement goods and/or services from an alternative source and/or (b) terminate the Contract or portion(s) of Contract upon written notice to CONTRACTOR.

16. HEADINGS/TITLES/WORDING. Inclusion of titles of paragraphs or section headings, capitalization of certain words or phrases and/or bold face typestyle of certain words or phrases in this Contract are for convenience purposes only and shall not be used to interpret or construe the provisions of this Agreement. The terms "Contract" and "Agreement" have the same meaning and may be used interchangeably throughout this document. The terms "Attachment" and "Exhibit" have the same meaning and may be used interchangeably throughout this document.

17. GUILFORD COUNTY LIABILITY INSURANCE REQUIREMENTS.

WORKERS COMPENSATION: CONTRACTOR agrees to maintain coverage to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include employer's liability with limits of at least \$1,000,000.00 for each accident, \$1,000,000.00 for each employee, with at least a \$1,000,000.00 aggregate policy limit.

COMMERCIAL PROFESSIONAL LIABILITY: CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per occurrence, per location, single limit for bodily injury liability and property damage liability, with at least a \$2,000,000.00 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

BUSINESS AUTO LIABILITY: CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per accident combined single limit for bodily injury liability and property damage. This should include owned vehicles, plus hired and non-owned vehicles.

COMMERCIAL GENERAL LIABILITY: CONTRACTOR does hereby agree to maintain limits of at least \$1,000,000.00 per occurrence, per location, single limit for bodily injury liability and property damage liability, with a \$2,000,000.00 aggregate limit, per location. This shall include premises and/or operations, independent contractors, products and/or completed operations, broad form property damage and explosion, collapse and underground damage coverage, and a contractual liability endorsement.

UNDERWRITING, ADDITIONAL INSURED, AND CANCELLATION NOTICE REQUIREMENTS: All insurance shall be written by companies with an AM Best rating "A" or higher. GUILFORD COUNTY shall be named as an additional insured on CONTRACTOR insurance policies, which shall be primary and not contributory to any other insurance that may be available to the COUNTY. Such certificates shall require that the policies shall not be canceled or reduced in coverage until thirty (30) days written notice of such cancellation or reduction has been received by CONTRACTOR and GUILFORD COUNTY.

MAINTENANCE OF INSURANCE COVERAGE AND RENEWAL DOCUMENTATION: CONTRACTOR original insurance policies or certified copies of policies may be required by COUNTY at any time. Current, valid insurance policies meeting the requirements stated herein shall be maintained for the duration of the Agreement. Renewed policies shall be sent to the COUNTY at the above address thirty (30) days prior to any expiration date.

Upon the COUNTY'S offer of award of this Agreement, CONTRACTOR will provide Certificates of Insurance for meeting the required insurance provisions. The Certificate of Liability shall state, "Guilford County is added as an additional insured as evidenced by the endorsement attached to this Certificate." CONTRACTOR will provide copies of insurance certificate(s) Guilford County Purchasing with their award package.

All insurance documents required under this Contract shall be forwarded to:

GUILFORD COUNTY

Attention: Risk Management

301 West Market Street

Greensboro, NC 27401

Reference: GUILFORD COUNTY CONTRACT NO. **90006276**

With CONTRACTOR'S NAME: TRI Solutions, Inc.

In the event CONTRACTOR fails to maintain and keep in force for the duration of this Contract the insurance required herein, the COUNTY may cancel and terminate this Contract without notice.

18. ENTIRE AGREEMENT. This Contract, including the Exhibits and/or Attachments, if any, sets forth the entire Agreement between the Parties. All prior conversations or writings between the Parties hereto or their representatives are merged within and extinguished. This Contract shall not be modified except by a writing subscribed to by all the Parties.

19. JURISDICTION. The Parties agree that this Contract is subject to the jurisdiction and laws of the State of North Carolina. The CONTRACTOR will comply with bid restrictions, if any, and applicable laws, including N.C.G.S. §143-129(j) regarding E-Verify. Any controversies arising out of this Contract shall be governed by and construed in accordance with the laws of the State of North Carolina. An Affidavit Regarding E-Verify is attached hereto and incorporated herein by reference as Attachment B.

(The remainder of this page is intentionally left blank.
This Contract continues with signatures on the following page.)

WITNESS the following signatures and seals all pursuant to authority duly granted, effective as of the day and year first above written.

GUILFORD COUNTY

ATTEST:

Jason Jones Date
Assistant Guilford County Manager

Robin B. Keller Date
Guilford County Clerk to Board

TRI Solutions, Inc.

ATTEST:

Date
Title: _____
Print Name: _____

Date
Witness
Print Name: _____

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

Donald P. Warn Date
Guilford County Chief Financial Officer

Eric Hilton Date
Guilford County Department Director / Designee



Date: Tuesday, March 18, 2024

Prepared By: Maria Miles, MWBE Deputy Director

SOLICITATION DEVELOPMENT STAGE

Bid Description

Bid 20186-Shower Coating at the Guilford County Detention Center

Scope Review Compliance

The MWBE Department met with Facilities to review the scope. The MWBE Department did not have any revisions to the scope.

MWBE Department Established Contracting Goals Review Compliance

A 10% goal was established for the Design-Build team. Goals for construction will be established as design documents are developed.

MWBE Vendor Notification Compliance

MWBE project notification was conducted seventeen (17) business days from the advertisement date to the Proposal due date. This notification exceeds the minimum ten (10) day requirement as listed in the MWBE Procedure Manual, Section C. Race and Gender Conscious Program Elements, 1.10 Project Notification- *At least ten (10) Days before the Opening of Bids/Proposals, a Project Notification shall be provided to MWBEs to inform them of (a) the applicable Goal; (ii) the description of work being solicited, (iii) date, time, and location where a Bid/Proposal must be submitted; (iv) contact information for any County personnel who could answer questions about the Contract; (v) how to access the Solicitation Documents; and (vi) any special requirements that may exist.*

MWBE Department Pre-Bid Inclusion Compliance

The MWBE Department did not make any changes to the RFP. The MWBE Department attended and presented at the Pre-Proposal meeting.

BID/PROPOSAL EVALUATION STAGE

MWBE Department Evaluation Inclusion Compliance

The MWBE Department was included in the review of the submitted proposals and evaluation team.

SOLICITATION AWARD STAGE

MWBE Program Office Goals Review

Per NC GS 143-128.2. Minority Participation goals., Guilford County has adopted the state minority business participation goal of 10%. Guilford County shall establish a 10% minority goal on all projects greater than \$30,000.

On February 2017, Guilford County Board of Commissioners established an aspirational MWBE participation goal of fifteen percent (15%), as recorded in the approved meeting minutes. Guilford County encourages each contractor to meet or exceed the aspirational goals in recruiting MWBE providers.



The following goals were established for the Bid 20186-Shower Coating Guildford County Detention Center project:

Established Goal	Aspirational Goal	Vendor Committed Goal
10%	15%	30%

The following goal(s) were committed to by TRI Solutions, Inc. on the total contract amount of \$344,200:

Subcontractor Name	Work Scope	NC-HUB Certification	NC-HUB Ethnicity	\$Committed	% Committed
Epoxy Wizards	Coating	MBE	Hispanic	\$103,260	30%

Good Faith Efforts Review

In accordance with NC GS 143-128.2(f), Minority business participation goals., and NC GS 143-131(b), a review of good faith efforts where the established goal has been met or exceeded is not required.

MWBE Department Award Recommendation

Please accept this as verification and certification that

1. The bid opportunity, scope review, established goals, solicitation documents, and bid process identified above complied with all requirements set forth in the Board adopted MWBE Policy and Procedure Manual.
2. The MWBE Department supports and recommends this contract for award as presented.


Shaunne Thomas

MWBE Program Director



Request for Proposals

For

Shower Coating at the Greensboro Detention Center

Bid Number: 20186

Commodity Code(s): 67062, 91042

Guilford County Purchasing Department
Greene Street Building, Basement-Suite 072
201 South Greene Street
Greensboro, NC 27402

PROPOSAL SCHEDULE

(Note: The dates below are subject to change)

Request for Proposal
for
Shower Coating at the Greensboro Detention Center

Bid Number 20186

Advertisement Date	January 9, 2024
Non-Mandatory Pre-Proposal ZoomGov Meeting	January 16, 2024, at 10:00 A.M., Eastern Time
Non-Mandatory Site Walkthrough	January 17, 2024, at 1:00 P.M., Eastern Time
Last Day for Questions	January 23, 2024, at 2:00 P.M., Eastern Time
Proposal Due Date	February 1, 2024, at 2:00 P.M., Eastern Time

I. Introduction

Guilford County Purchasing Department is soliciting proposals from qualified firms to replace the shower coatings at the Greensboro Detention Center located at 201 South Edgeworth Street, Greensboro, NC. The County invites all interested and qualified firms who meet the requirements below to submit a response to this RFP.

II. General Information

A non-mandatory Pre-Proposal ZoomGov Meeting will be held on, January 16, 2024, at 10:00 A.M., as instructed below. You may join the ZoomGov Meeting from your computer, tablet or smartphone

For best results, use Chrome as your web Browser:

<https://www.zoomgov.com/j/1610750027?pwd=eXh5K1VmZWJmR0JjYklsV1A2QVJSdz09>

Meeting ID: 161 075 0027

Passcode: 142724

One tap mobile

+16692545252,,1610750027# US (San Jose)

+16469641167,,1610750027# US (US Spanish Line)

Dial by your location

- +1 669 254 5252 US (San Jose)
- +1 646 964 1167 US (US Spanish Line)
- +1 646 828 7666 US (New York)
- +1 551 285 1373 US (New Jersey)
- +1 669 216 1590 US (San Jose)
- +1 415 449 4000 US (US Spanish Line)

Meeting ID: 161 075 0027

Find your local number: <https://www.zoomgov.com/u/aDAXLl3oe>

Join by SIP

- 1610750027@sip.zoomgov.com

Join by H.323

- 161.199.138.10 (US West)
- 161.199.136.10 (US East)

A non-mandatory site walkthrough will be held on Wednesday, January 17, 2024, at 1:00 P.M., Eastern Time at the Greensboro Detention Center, located at 201 South Edgeworth Street, Greensboro, NC.

Terms of Contract

The selected Provider will enter into a one (1) year contract with the County as outlined in this RFP.

A. Causes for Cancellation and/or Termination

1. That the contract was secured by a fraudulent act, statement, or material fact or that a fact concerning the firm was not disclosed at the time of contract award, if known and would have caused the refusal to enter into a contract by the County.
2. The Provider has not complied with all the provisions and requirements set forth in the Request for Proposal or the contract with the County. If non-compliance occurs, contract may be revoked and will not be reinstated during the current contract cycle.
3. The Provider has violated any of the regulations established by the Federal and State laws.

B. No bid deposit or performance bonds are required

III. Bid Requirements for Electronic Events

1. All Respondents, who plan to submit a proposal must register in the Guilford County's Vendor Self Service (VSS) System. Instructions to register as a Vendor, update registration and submit bids are available at: <https://www.guilfordcountync.gov/our-county/purchasing/vendor-self-service-vss-program>.
2. Electronic responses should be made through Guilford County's Vendor Self Service automated bidding system at: <https://guilfordcountync.munisselfservice.com>. **For best results, use Chrome as your web Browser.** Click on Vendor Self Service and use the arrow button in the top righthand corner to Login and submit your bid response. Click on the Bid Number to open it, then Click on Create Bid and follow the instructions for each tab. All responses must be submitted electronically by the event date and close time. There will be **NO EXCEPTIONS**. The system cannot accept late submittals.
3. All questions pertaining to this RFP must emailed to the Guilford County Purchasing Department at DG_Purchasing@guilfordcountync.gov in accordance with this event schedule. The bid number and title of the project must be referenced in the email. Each question asked will be answered for all Respondents to view by way of an Addendum and posted in the automated bidding system. No question will be considered after the Q&A close date and time. **NO EXCEPTIONS**. Please note it is the Respondent's responsibility to review all questions, answers and attachments prior to submitting their response.
4. Respondents are strongly encouraged to submit their proposal with all required documentation at least twenty-four (24) hours in advance. The County will not be responsible for any technical difficulties that may occur and result in the inability to submit.
5. Respondents are responsible for checking the event for any addendums prior to completion and submission of their response. Addendum acknowledgement and requirements, if any, must be included in each submittal.
6. To complete the items portion of a submittal in Vendor Self Service, open the items tab to enter pricing for each line. Use the provided line description, unit of measure and quantity to complete the entries for each line. Upload all additional documentation required in the RFP document as an attachment(s) to your response.
7. To complete an electronic submittal, be **sure to click the "Submit Bid" button**. Your response will not be part of the submitted responses until submitted via the "Submit Bid" button.
8. To receive future notification, you must be registered as a Vendor in the Guilford County's Vendor Self Service System under Commodity Code 67062, 91042. Please note, Vendors registered under the selected commodity code prior to the opening of this event will receive electronic notification(s) of the activity regarding changes made to the event; however, it is your responsibility to view the event for changes and updates.

IV. Minority and Women Business Enterprise (MWBE) Requirements

One primary responsibility of the County is the proper use of public revenue to purchase the various items, services, construction and repairs needed to operate. All expenditures of County funds must be in accordance with the North Carolina laws. The responsibilities of auditing and compliance with this law is that of the awarding authority, which in this case is the County.

On March 5, 1990, the County established its verifiable minority participation goal of ten (10) percent. In February 2017, Guilford County Board of Commissioners established a standing aspirational MWBE participation goal of fifteen percent (15) percent, as recorded in the approved meeting minutes. The aspirational MWBE goal for this project is fifteen percent (15%). Guilford County encourages each contractor to meet or exceed the aspirational goals in recruiting MWBE providers. Respondents must make good faith efforts to contact minority businesses to allow each an equal opportunity to quote on the particular work involved. Any proposal that does not include MWBE information and documentation may be considered non-responsive.

A minority business is defined as ownership of 51% or more by a minority. Minorities are officially defined as:

- (a) Black, that is, a person having origins in any of the black racial groups in Africa;
- (b) Hispanic, that is, a person of Spanish or Portuguese culture with origins in Mexico, in South or Central America, or the Caribbean Islands, regardless of race;
- (c) Asian American, that is, a person with origins in any of the original peoples of the Far East, Southeast Asia and Asia, the Indian subcontinent, or the Pacific Islands;
- (d) American Indian, that is, a person having origins in any of the original Indian peoples of North America; or
- (e) Female.

V. Evaluation and Selection Process

An Evaluation Committee will have responsibility for reviewing and evaluating all proposals and required documents submitted in response to this RFP. All proposals properly submitted and received will be evaluated against the award criteria outlined in this RFP. The absence of required information may result in exclusion of the proposal from further analysis or evaluation.

The County reserves the right to reject all proposals or waive technicalities in order to award a contract, which may be determined to be in the best interest of the County. The County also reserves the right to make the award in whole or part. The County reserves the right to include outside consultants to assist in the evaluation process.

VII. Award Criteria

It is the intent of Guilford County to make an award to a single Provider deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in this RFP. Price shall be considered but shall not be the sole determining factor. Once the proposals are ranked and the most qualified Provider(s) are determined, the County may conduct further negotiations, and/or request presentations from Provider(s) to further assist in the clarification of information and selection process. ***An award of a bid is not an acceptance of contract terms provided by Vendor unless expressly accepted by County.***

The Evaluation Committee will be guided by the following point system, which has 100 points as the maximum total:

Category	Points
Experience/Qualifications/References	0 to 30
Technical/Work Requirements	0 to 30
Cost Proposal/Pricing	0 to 20
Staffing Requirements	0 to 10
MWBE Requirements	0 to 30
Financial Stability	Pass/Fail
Possible Total	100

In computing points for MWBE Requirements, the Evaluation Committee will take the following into consideration.

- (Maximum 5 Points) Describe the plan that your firm has developed to encourage inclusion in your employment process. Provide an organization chart showcasing MWBEs/WBEs in leadership roles. Does your firm have a Diversity Equity Inclusion statement? If so, provide it in the proposal response.
- (Maximum 5 Points) Include documentation of MWBE participation you have achieved over the past three years on public and/or private projects.

- (Maximum 10 Points) Outline specific efforts that your firm will take to notify MWBEs of opportunities to participate in this project. Identify MWBE organizations your firm has worked with or will engage on this project.
- (Maximum 10 Points) A firm may submit a Self-Performance Affidavit, points will be awarded in the following manner: 1) if a firm is a WBE or MBE NC HUB certified firm, 10 points will be awarded, and 2) if a firm is not a WBE or MBE NC HUB certified firm, 0 points will be awarded.

[The remainder of this page has been intentionally left blank]

Shower Coating at the Greensboro Detention Center SCOPE OF WORK

This Bid and Scope of Work cover the requirements for services to be performed and will become an integral part of the contract between Guilford County and the Provider. The Provider must comply with the Scope of Work as outlined. All services shall be provided in a competent, workmanlike and professional manner acceptable to the County.

- 1.0 **Purpose:** The purpose and intent of the Request for Proposal (RFP) is to solicit proposals from qualified firms to provide to replace the shower coatings at the Greensboro Detention Center, located at 201 South Edgeworth Street, Greensboro, NC.
- 2.0 **Background:** The existing coatings are failing and are in need of replacement. The coatings are chipping, flaking, and have exceeded their lifespan and are in need of replacement.
- 3.0 **Work Requirements:**
- 3.1 The awarded Provider shall provide all labor, tools, materials, and equipment for the replacement of the shower coatings at the Greensboro Detention Center.
- 3.2 The project will consist of renovating and removing the existing shower coatings for one hundred and fifty-two (152) showers. Shower measurements are to be responsibility of the awarded Provider. Shower quantities are as follows.

Showers	Quantity
Level 2	26
Level 3	24
Level 4	24
Level 5	21
Level 6	21
Level 7	18
Level 8	18
Total	152

Each level's showers must be inspected and approved by County staff prior to moving to moving on to the next level.

- 3.3 The following requirements must be met as it applies to the North Carolina Jails that restrain inmates:
- a) Jails that restrain inmates under lock and key within a building shall meet the requirements of the North Carolina State Building Code for "Institutional Occupancy - Restrained" and the additional security requirements imposed by Rule .1220. Additional requirements of Rule .1220 that pertain to this scope of work is: clothing or towel hooks shall not be used.
 - b) Jails that do not restrain inmates within a building by lock and key shall meet the requirements of the North Carolina State Building Code for "Residential Occupancy".
 - c) The construction materials in all jails shall be sufficient to provide the degree of security required for the area in which they are used. History Note: Authority G.S. 153A-221; Eff. June 1, 1990; Pursuant to G.S. 150B-21.3A, rule is necessary without substantive public interest Eff. January 5, 2016.

The shower coating shall be seamless, slip-resistant, mold and fungus resistant, Phthalate free and contain no harmful VOC's (Volatile Organic Compounds). It shall NOT be easily picked or removed with teeth, metal objects, or other small tools. Epoxy is commonly used in this application for its tamper-resistant strength, but other comparable materials may be considered. The appropriate technical documentation must be submitted with the pricing proposal for the County to review the technical applicability of the proposed coating.

The shower ceilings are stainless steel and will NOT be renovated.

3.4 The shower walls and flooring systems shall be renovated as follows:

Floor System Requirements - the existing shower floor coating is to be completely removed from the top of the 8" cove base down to the existing drain(s). Floor drain covers are NOT to be sealed so that they can be removed if maintenance is required. The contractor shall prevent any coating slurry from entering the drains. The new flooring system shall be troweled in place no less than one-eighth (1/8") of an inch to three-sixteenths (3/16") of an inch thickness. A urethane topcoat shall be installed as a layer of protection for the floor system which will allow for chemical protection, durability, and ease of cleanliness.

Wall System Requirements - provide a multi-layer high build wall system beginning at the top of the 8" cove base all the way up to the ceiling. Provider shall use some type of non-destructive testing to locate any voids in the walls, i.e. (sound testing, ground penetrating radar, etc.). The wall surface shall be grinded to remove unbonded material to create a CSP (Concrete Surface Profile) per the manufacturer's recommendations. Heavy-duty block filler shall be used to fill voids in cinder block surfaces. The system shall utilize an epoxy base coat and a urethane topcoat for durability or comparable, i.e. (epoxy mortar, body coat and urethane topcoat).

All shower fixtures are to remain in place and not removed during this project. If the Provider determines that any of the shower fixtures need to be removed, then it will be the responsibility of the Provider to remove those and reinstall them back per the original installation specifications, i.e. (ADA handrails, etc.).

The Provider shall maintain on-site supervisory and quality control procedures during the entire construction project. Any dust that is generated from the construction process shall be controlled. The construction site shall remain clean and orderly.

The Provider shall instruct the County on the proper cleaning procedures and the proper janitorial cleaning chemicals allowed for the new shower surface. The jail has standardized on-cleaning products sold by Ecolab, and they would prefer to continue to use those. Others may be considered if they are compatible with the new shower surface and are safe for use in a Correctional Facility.

The Provider shall provide a 10-year labor and material warranty on the flooring system and a 5-year warranty on the wall system as well as offer an extended warranty option if possible

3.5 At any given time, inmate capacity could affect the Jail Staff's ability to open housing units, which would inhibit the progress and pace of the project, i.e. (the Provider will not be able to start the job and work continuously until all showers are completed). The County will work with the Provider to minimize work disruptions, but facility-use factors remain out of our control.

4.0 **Schedules/Timelines:** Each Pod of the Detention Center consist of approximately 6 showers. The vendor is required to work with the Jail Staff in scheduling of work to be performed. Only 1 pod can be completed at a time. Jail staff will need a minimum of 48 hours between Pod shifts in order to transfer the inmates. Total time of completion is 365 upon award of a contract.

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QUALIFICATIONS AND SUBMISSION REQUIREMENTS

Failure to return all required supplemental information and attachments may result in a Provider being deemed-non-responsive.

In order to facilitate the analysis of responses to this RFP, all Respondents are required to prepare their proposals in accordance with the instructions outlined in this section. To be considered for selection, upload your proposed package into the County's Vendor Self Service System and submit all required supplemental information electronically. Proposals should be prepared as simple as possible and provide a straightforward, concise description of the Respondents' capabilities to satisfy the requirements of the RFP. All pages in your response shall be properly formatted and provide the following basic information:

Tab 1: Cost Proposal and Attachments

To complete the Items portion of a submittal in Vendor Self Service, open the Items tab to enter pricing for each line. In addition, be sure to download and complete the Cost Proposal Form - **Attachment 1** back in the system to your online response. Should there be any discrepancy between the Cost Proposal Form-Attachment 1 and the submission of pricing entered in the items portion of Guilford County's Vendor Self Service automated bidding system, the online submission of pricing shall prevail and control. Therefore, please review your pricing information carefully prior to submission.

Tab 2: Executive Summary

This section of the response to the RFP should be limited to a brief narrative highlighting the Provider's proposal. Within this section, the Provider should highlight briefly their abilities and inabilities upon the requirements requested.

Tab 3: Provider's Qualifications

Complete the Provider Qualifications Form - **Attachment 2** to provide specific information as requested and upload as an attachment to your response.

Tab 4: Proposed Services to be Provided

The Provider shall present, in detail, features and capabilities of their proposed services to be provided. The Provider should state what implementation services will be provided, processes, control points and time frames for the on-going services. In addition, please describe all services that their company performs. If other ancillary services are available that may be deemed pertinent to the process, please describe in full detail.

Each level's showers must be inspected and approved by County staff prior to moving to moving on to the next level.

Tab 5: References

Utilize the References Form – **Attachment 3** to provide a listing of references to include phone numbers and contact names.

Tab 6: MWBE Participation Requirements

Respondents are required to submit information about participating MWBEs on the MWBE Affidavit forms provided with this RFP. Utilize the MWBE Affidavit Forms - **Attachment 4**

Documents to provide with the bid proposal – Under North Carolina General Statutes (N.C. GS 143-128.2 (c) the undersigned bidder shall identify on its bid (Identification of Minority Business Participation Form) the minority businesses that it will use on the project with the total dollar value of the contract that will be performed by the minority businesses. **Also** list the good faith efforts (**Affidavit A**) made to solicit minority participation in the bid effort **OR** (**Affidavit B**) the Provider's statement of the intent to self-perform all work under the contract and sign and notarize the form.

NOTE: A Provider that performs all the work with its own workforce shall submit an Affidavit (B) to that effect **in lieu of Affidavit (A) required above**. The Provider's intent to perform contract with own workforce does not require the Provider to make good faith efforts and the self-performing Provider will not need to submit additional affidavits after the bid opening.

The Minority Business Participation Form must still be signed, notarized, and submitted in lieu of Affidavit A even there is zero participation.

Documents to provide after the bid proposal evaluation - Upon notification of being recommended as the most qualified firm for award of a contract, the Provider, if they are not self-performing all of the work, must submit the following to the MWBE Director within 72 hours of the notification:

An Affidavit (C) that includes a description of the portion of work to be executed by minority businesses, expressed as a percentage of the total contract price, which is equal to or more than the established goal of ten (10) percent and documented evidence of all good faith efforts made to meet the ten (10) percent goal and Affidavit D is not necessary **OR** if less than the 10% goal, Affidavit (D) of the Provider's good faith effort to meet the ten (10) percent goal.

The document must include **evidence** of all good faith efforts that were implemented including those identified on Affidavit A. Include any advertisements, solicitation phone, email and/or fax logs, and other specific actions demonstrating recruitment and selection of minority businesses for participation in the contract. Because faxing may be less reliable than email, solicitation outreach via fax should include a follow up phone call to the potential subcontractor.

- Describe the plan that your firm has developed to encourage inclusion in your employment process. Provide an organization chart showcasing MWBEs/WBEs in leadership roles. Does your firm have a Diversity Equity Inclusion statement? If so, provide it in the proposal response.
- Include documentation of MWBE participation you have achieved over the past three years on public and/or private projects.
- Outline specific efforts that your firm will take to notify MWBEs of opportunities to participate in this project. Identify MWBE organizations your firm has worked with or will engage on this project.
- A firm may submit a Self-Performance Affidavit, points will be awarded in the following manner: 1) if a firm is a WBE or MBE NC HUB certified firm, 10 points will be awarded, and 2) if a firm is not a WBE or MBE NC HUB certified firm, 0 points will be awarded.

Tab 7: Other Bid Event Forms

Please download to complete, sign and date the attached forms. Be sure to upload the forms back in the system to your online response. If no Addendum was issued, please indicate N/A for Not Applicable on the Addendum form.

W-9 Form - **Attachment 5**

Addendum Acknowledgement Form - **Attachment 6**

Non-Collusion Affidavit - **Attachment 7**

Affidavit of Compliance (E-Verify) - **Attachment 8**

Tab 8: Other Attachments

Please reference the following attachments for *information purpose only*:

- Basic Insurance Requirements
- Sample Contract

(Note: An award of a bid is not an acceptance of the contract terms provided by vendor unless expressly accepted by County)

- Exhibit A – Floor Plans
- Proposal Checklist

Addendum #1: (Bid 20186) Non-Mandatory ZoomGov Meeting
Shower Coating at the Greensboro Detention Center

Online ZoomGov Meeting January 16, 2024 @ 10:00 AM

Name	Company	Email
Christol Murphy	Guilford County Purchasing	cmurphy@guilfordcountync.gov
Chrystal Braswell	Guilford County Purchasing	cbraswell3@guilfordcountync.gov
Williette Moore	Guilford County Purchasing	wmoore2@guilfordcountync.gov
Olga Wright	Guilford County Purchasing	owright@guilfordcountync.gov
Angelina Meeks	Guilford County Purchasing	ameeks@guilfordcountync.gov
Michael Alston	Guilford County Administration – MWBE	malston@guilfordcountync.gov
Paul Taylor	Nexus Coatings	paultaylor@nexuscoatings.com
Aly Abualieen	Diamond Touch Construction (MWBE)	Aly@diamondtouch.net
Blake Maher	Tru Blue Services	blake@trublue.services
Michael McMasters	Covenant Enterprise Painting LLC (MWBE)	contactcovenant@gmail.com
Shanta Havner	Perry Internationally LLC dba AllStates Contractors (MWBE)	perryinternationallyllc@yahoo.com

Addendum #2: (Bid 20186) Non-Mandatory Site Walkthrough
Shower Coating at the Greensboro Detention Center

January 17, 2024 @ 1:00 PM

Name	Company	Phone
Paul Taylor	Nexus Coatings	540-842-0694
Shanta Havner	Perry Internationally & Allstates Contractors	336-681-5844
Scott Davis	Sherwin Williams	919-795-6480
Greg Hupp	Ace Avant	336-442-0447
Brad Albright	TRI Solutions	252-916-2045
Mcpl. Jimmy Ray	Guilford County – Sheriff’s Office	336-641-3808

Addendum #3: (Bid 20186) Questions from Bidders
Shower Coating at the Greensboro Detention Center

1. Will you have someone to take a picture of the 1 shower where I can get a good idea what I am bidding on?

Response:



Addendum #4: (Bid 20179) 2nd Non-Mandatory Site Walkthrough
Shower Coating at the Greensboro Detention Center

2nd walkthrough/site access for Contractors:

A 2nd non-mandatory site walkthrough will be held on January 24, 2024, at 2:00 P.M. The walkthrough will begin at 201 South Edgeworth Street, Greensboro, NC.

Site 1: Greensboro Detention Center

Addendum #4A: (Bid 20186) Questions from Bidders
Shower Coating at the Greensboro Detention Center

1. When stating removing the existing shower coatings, does that mean removing the layers of coating down to the existing structure?

Yes, this means removal of the existing coating down to the substrate. Not just a portion of the original coating but full removal of existing coating.

2. Concerning wall system requirements when stating beginning at the top of the 8-inch cove base all the way up to the ceiling, does this mean the wall system is used below the cove base as well as the same material that goes to the top of the wall to meet the ceiling?

Yes, this is the same coating as the floor. The floor coating is just separated so that the desired thickness is achieved.

3. When stating provider shall use some type of nondestructive, testing to locate any voids in the walls are you speaking of inside the shower cinderblocks?

(Sound testing, ground penetrating radar, etc.) which are methods of finding voids without using destructive methods such as hammers and chisels.

4. What are the listed products:

- a. Epoxy material manufactured warranty and recommended surface in which it should be applied on substrate.

10-year warranty on the flooring Epoxy and 5-year warranty on wall system"

- b. Coating if any over the epoxy name of product manufacturer warranty?

A Urethane topcoat shall be installed over the Epoxy. Final product to provide warranty as stated above.

- c. Cleaning Products, and instruments used in the shower?

(I.) Handheld Brush – https://www.amazon.com/Rubbermaid-Professional-Scrub-Scrubbing-FGG23712/dp/B003AOT25W/ref=sr_1_31?crd=3R6408A3XC7RA&keywords=shower+deck+brush&qid=1705694609&sprefix=shower+deck+brush%2Caps%2C85&sr=8-31

(II.) Deck Brush – https://www.amazon.com/Rubbermaid-Commercial-Floor-Scrub-FG633700BLUE/dp/B004MDM8XS/ref=sxts_b2b_ccp_search_w_op?content-id=amzn1.sym.df2081bd-b9c5-41f7-ae97-6c056112b3d5%3Aamzn1.sym.df2081bd-b9c5-41f7-ae97-6c056112b3d5&crd=1YLTMO18JTI8F&cv_ct_cx=rubbermaid+shower+deck+brush&keywords=rubbermaid+shower+deck+brush&pd_rd_i=B004MDM8XS&pd_rd_r=bad0d59a-a7ea-47db-ad71-d291160b593e&pd_rd_w=bV8eZ&pd_rd_wg=x0BWe&pf_rd_p=df2081bd-b9c5-41f7-ae97-6c056112b3d5&pf_rd_r=4AGR1JBM0KY7NKNME3H9&qid=1705694838&sbo=RZvf%2F%2FHxD%2B05021pAnSA%3D%3D&sprefix=rubbermaid+shower+deck+brush%2Caps%2C78&sr=1-2-d27bdacb-ad14-3372-97fb-5f5070035007

- d. Name the products used to clean the showers.

Ecolab (links below)

* Daily cleaner – <https://www.gofacilipro.com/products/facilipro-daily-disinfectant-cleaner>

* Weekly cleaner – <https://www.gofacilipro.com/products/66-heavy-duty-alkaline-bathroom-cleaner-and-disinfectant-facilipro>

5. When stating the floor system shall be trout in place, no less than 1/8 of an inch are you speaking of a mud pan with mortar if needed in the shower(s) floor?

The Epoxy coating itself is to be no less than 1/8" thick

6. When speaking of a urethane topcoat over the epoxy coating in shower what is the urethane product manufacturer warranty and does it was the urethane used to Protect the showers by the last contractor?

The overall warranty is to be 10 year for the floor coating and 5 year for the wall coating. Not sure of the existing materials

- a. Are you wanting this urethane to be applied as a layer of protection for the shower floor system?

Response. As per the Specifications ("A urethane topcoat shall be installed as a layer of protection for the floor system which will allow for chemical protection, durability, and ease of cleanliness")

- b. What is the urethane manufacture, and what is the warranty connected to that manufacture and does it provide a100 % water barrier and retards moisture from getting under the urethane?

Response. The overall warranty for the project is 10 year for the floor coating and 5 year for the wall coating. The Urethane product is to provide 100% water barrier. If the Urethane barrier allows any water penetration then the Urethane barrier has failed.

7. Can we please have another walk-through this coming week?

That is fine. See Addendum #4B

8. Can you please specify exactly which product that you would like to use for walls and floors?

We cannot identify products by name. However, products that fit the description and warranty will be reviewed.

9. The specifications mentioned that the shower floor will be removed. Are we going to install mud -bed?

The mud bed is not to be removed just the epoxy coating on the floor down to the substrate or mudbed.

10. Are we going to install any waterproofing products?

Epoxy and Urethane Products are water proofing products to be installed.

11. The specifications mentioned that we will be applying a multi-layer wall system can you specify how many coats should be applied?

At minimum there is a Block Filler, Epoxy base coat, and an Urethane Topcoat, Final product is to provide the required warranty.

Addendum #4B: (Bid 20186) 2nd Non-Mandatory Site Walkthrough
Shower Coating at the Greensboro Detention Center

2nd walkthrough/site access for Contractors:

A 2nd non-mandatory site walkthrough will be held on January 25, 2024, at 2:00 P.M. The walkthrough will begin at 201 South Edgeworth Street, Greensboro, NC.

Site 1: Greensboro Detention Center

Addendum #5: (Bid 20186) Questions from Bidders
Shower Coating at the Greensboro Detention Center

1. Please confirm the number of electrical circuits and amperage available to each pod, as well as the distance to the electrical box.

There are 20-amp breakers and power should be less than 50 ft from showers.

2. Regarding warranty concerns: In the pre-bid meeting, we were told the current epoxy system was installed in 2012. Signs of failure appeared within 5 years of installation. The county is requesting a 10-year labor and material warranty on the flooring system and a 5-year warranty on the wall system, as well as an extended warranty option. Please be more specific in what is expected out of these warranties, i.e., Is it to be warranted against cracking, chipping, flaking, peeling, and leaking? And what type of these failures, i.e. from building settling, substrate failure, etc., would you expect to be exempt?

10-Year warranty against Cracking, chipping, flaking, peeling, and leaking.

3. How are the handrails adhered/ structurally attached to the wall? Is the circular eschaton providing structural integrity, or is it a decorative cover plate? Best practice is for the coating to terminate under the eschaton.

Epoxy is to be applied up to the eschaton. They are not to be removed nor the handrails.

4. What are the allowable working hours? Are weekend hours available? Are multiple shifts allowed?

6am to 10 pm. 7 days a week.

Addendum #6: (Bid 20186) Non-Mandatory Site Walkthrough
Shower Coating at the Greensboro Detention Center

January 25, 2024 @ 2:00 PM

Name	Company	Phone
Shanta Havner	Perry Internationally & Allstates Contractors	336-681-5844
Abdou Mahmoud	Diamond Touch Construction	919-730-5693
Mcpl. Jimmy Ray	Guilford County – Sheriff's Office	336-641-3808
Marvin Johnson	Guilford County – Sheriff's Office	336-641-2700



COST PROPOSAL FORM

In accordance with the attached instructions, terms, conditions, and Scope of Services we submit the following proposal to the Guilford County.

TOTAL PROPOSED COST

Shower Coating Replacement \$ 344,200.00

Should there be any discrepancy between this Cost Proposal Form and the submission of pricing entered in the Items portion of Guilford County's Vendor Self Service automated bidding system, the online submission of pricing shall prevail and control.

I certify that the contents of this proposal are known to no one outside the firm, and to the best of my knowledge all requirements have been complied with.

Date: 1-29-24

Authorized Signature: *Brad Albritton*

Name : Brad Albritton

President

_ Title

TRI Solutions Inc

_ Firm Name



Executive Summary by TRI Solutions, Inc.

As the company that has provided the shower re-coating for the detention center over the last 3 years. We have the knowledge, expertise and understanding of what is required to perform this scope of work. We have worked in the facility to remove and replace the coatings in the manner that is requested in the RFP. We understand the quality level, staging, preparation and expertise to provide the flooring and wall systems. We have identified the proper coating products to meet the performance needs of the detention center.

For this RFP we are providing Labor and Materials for the SoySTEP Epoxy flooring system. This is the same system have been installing over last 3 years in various shower pods and restroom throughout the detention center. This system requires the existing coating to be removed to provide a suitable sub-floor for adhesion and then tied into the drain collar to prevent leaking. This system includes a 8" radial cove base, which provides a seamless transition between floor and base. The floor and cove base are then sealed with a matte urethane sealer for a easy to clean and non slip flooring. For the wall system we are providing a 3 coat solid color epoxy and urethane system. This system has been used within the detention center for various shower wall applications in the last couple of years and provides the desired appearance and performance. This wall system requires removal of the existing coating to a solid substrate. Then 2 coats of Epoxy resin are applied and then topped with a Urethane Sealer. This system will run from the ceiling to the top of the cove base. This will provide a flat, seamless wall system that ties into the floor for easy cleaning.

GUILFORD COUNTY, NORTH CAROLINA

Request for Shower Coating at the Greensboro Detention Center Provider QUALIFICATIONS

Information about the Supplier

- I. Firm Name TRI Solutions Inc
- II. Legal Name (if different) _____
- III. Years in Business 5 years
- IV. Number of years providing similar services 22 years
- V. Contact Person Brad Albritton
- VI. Full Mailing Address 712 Summit Ave Kinston NC 28504
- VII. Telephone Number 252-747-2821
- VIII. Fax Number 252-376-1452
- IX. Email address of contact person brada@tilerestorationinc.com
- X. Number of full time employees 38
- XI. Name and experience of proposed point of contact for this project

Brad Albritton - I have been in the flooring and coating business since 2002. I was in commercial flooring prior to that with my family business. I have overseen and personally installed the proposed systems for this project over the last 2 decades. Once I moved out of the day to day installation I began pricing and quoting projects of this scope and size, which I have been doing for the past 10 plus years. I worked with the Greensboro Detention Center personel over the last 3 years to craft a systemthat has proven to perform and meet the needs of the facility.



Proposed Services to be Provided by TRI Solutions, Inc. For Shower Coatings at Greensboro Detention Center

- SoySTEP Flooring and Base Installation Processes:

1. **Labor, Tools, Materials and equipment for installation of SoySTEP Epoxy Flooring System as described below.**
2. **Temperature Controls:** the ideal working temperatures for SoySTEP Epoxy Flooring System or Sealer is between 65 degrees F and 85 degrees F. If the area is over 90 degrees F do not attempt to install flooring. Too high a temperature will make the product cure too quickly.
3. **Surface Preparation:** Grind/remove existing floor and cove base from substrates to provide a clean, dry, and sound surface. Completely remove all dirt, dust, debris, paint, laitance, grease, wax, oil, loose particles, etc. from surface. Key cut at transition to provide smooth entrance into shower coating from concrete floor. Grind around drain cover so that system ties into the collar of the drain to create waterproof seal and a flat transition between floor system and drain cover.
4. **Protection:** Protect surrounding areas from any resin spills, tape off work area so no one walks through, where applicable.
5. **Taping:** Before any application of SoySTEP, tape over any drains with painters or duct tape, Protect areas outside of the installation area.
6. **Installation of SoySTEP Floor and Base:**
 - a. Apply the Epoxy Skim to fill voids and allow for proper drainage to the shower drains.
 - b. Apply the SoySTEP mixture to the base of the wall up 8" to form the base and trowel it flat against the wall allowing for a radial curve to transition to the floor.
 - c. When tacky, begin mixing the SoySTEP Flooring material. Pour out all the material from the pail, scraping any residual material from the pail. Using a finishing trowel, place the material by spreading it with medium pressure, starting at the wall. Pull material toward you with steady pressure to flatten the product and finish material into its desired thickness.
 - d. After SoySTEP has had the chance to cure, prepare the SoySTEP floor and base

by scraping the floor, making sure to knock down any aggregate that maybe protruding from the flooring system. Vacuum after scraping. Apply seal coat within 24 hours.

- e. Mix the Urethane Sealer material to the base and the flooring.
7. Allow the SoySTEP Flooring and Base to Cure for a minimum of 24 hours and 72 hours to cure substantially.
8. Estimated time to complete Floor System in conjunction with Wall System is: 5 Working days

9. Safety and Control Points

- a. Traveling to Worksite.
 - i. While driving maintain posted speed limits. Cell phone use is prohibited while driving on base. Obey all traffic laws always. Use seat belts properly
- b. Delivering materials to the job site
 - i. Do a complete vehicle inspection on trucks and equipment before operation each time of use. Wearing hard hats and eye protection as well as back braces as needed. Using the "buddy system" with 3 or 4 (as needed) persons as needed to move the materials. Utilize proper lifting techniques. Materials shall not be staged/ stored in access ways /doorways. Safely ensure footing and body position for awareness of slips, trips, or falls.
- c. Moving equipment and hand tools into work areas
 - i. Wear back support as needed. Some items may require 2 or 3 people to buddy up and move equipment and materials. Make sure you can transit confined areas before trying to move materials or equipment into an area. Utilize proper lifting techniques. Equipment shall not be staged/ stored in access ways /doorways. Safely ensure footing and body position for awareness of slips, trips, or falls.
 - ii. Setting up electrical cords and power spots
 - iii. Inspect cords and connection ends and ground fault breakers. Make sure the distance you are covering is within range of the cord being used. Awareness of cords to prevent trips or falls.
- d. Remove existing coatings surface
 - i. Wear gloves, safety goggles, half mask respirator or full if not wearing goggles, and ventilate enclosed areas .
 - ii. Make sure the area is clean and ready for work to begin. Check to make sure equipment will fit in confined areas.

- iii. Eye protection and dust masks protection as needed. Being sure to take all steps necessary to control dust including the use of the proper filter systems. Wear proper cut-resistant PPE. Have teammate be a watchman to keep the cord out of the cutting area and to watch for surrounding issues.
 - iv. Read and understand the MOI. Employees trained to OSHA Silica Dust Standard. When grinding make sure the area is clean and ready for work and is free of any sharp edges or other contractor's tools or ladders have been removed to begin. Check to make sure equipment will fit in confined areas.
 - v. Re-inspect the electrical cords for the correct size and any safety guards on the mixer if applicable.
 - vi. Protect your knees with knee pads
 - vii. When using any electrical tools ensure they are only plugged into GFCI outlets only. Make sure that any extension cords being used is free from defect like nicks, tears, cuts, rips, etc. If any defects are found tag them out and remove from service.
 - viii. Provide adequate ventilation. Do not breathe vapor. Use the required filter mask or respirator when applying vaporous and/or toxic propellants or liquids.
 - ix. Personnel should inspect areas where debris or slick surfaces are present to prevent tripping and slipping accidents.
 - x. Appropriate footwear is needed to provide adequate traction. Safety shoes are required for all personnel to provide both adequate footwear with traction and to protect the feet.
 - xi. Make sure the area is clean and ready for work to begin.
 - xii. Read and understand the MOI for each piece of equipment.
 - xiii. Wear Approved Hearing Protection when exposed to louder than 85 Decibels
- e. Flooring Installation
- i. Use Approved Gloves to protect hands.
 - ii. Wash hands and exposed skin after use.
 - iii. Use Approved eye wear (goggles, faceshield, or safety glasses) protection at AllTimes.
 - iv. Work in well ventilated zones or use proper respiratory protection.
 - v. Maintain proper housekeeping practices keep work area clean and while walking the site be observant.
 - vi. Use caution when removing debris and excess materials from job site.

Do not allow to enter drains, sewers or water courses. Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources.

- vii. No smoking. Fire Extinguisher is within reach.
- viii. Take precautionary measures against static discharge. Ground/bond container and receiving equipment. Use only non-sparking tools while installing the material
- f. Epoxy mixer
 - i. Check for proper electrical hook-up and working order every day.
- g. Site Clean Up/Demobilization.
 - i. When using any electrical tools ensure they are only plugged into GFCI outlets only. Make sure that any extension cords being used is free from defect like nicks, tears, cuts, rips, etc. If any defects are found tag them out and remove from service.
 - ii. Maintain proper housekeeping practices keep work area clean and while walking the site be observant.
 - iii. Use caution when removing debris and excess materials from job site. Utilize the use of carts or dollies when access is available. Safely ensure footing and body position for awareness of slips, trips, or falls. Proper lifting techniques utilized. Employees shall be trained in and shall use safe lifting techniques.
 - iv. Ensure areas are properly ventilated. Use the required filter mask or respirator when applying vaporous and/or toxic propellants or liquids.
 - v. Step ladders are in locked and stable position. Extension ladders are used correctly to Manufacturer's requirements. Supervisors ensure employees review AHA daily
 - vi. Clean tools with an appropriate cleaner at the completion of days' work. Having a 2nd person available to help place materials as needed. Having situational awareness with surroundings and other trades. At the end of each application, make sure Red caution tape is placed on all access points to alert others of possible wet wall surfaces and what time entrance to the area is allowed. Hand protection as needed. Eye protection as needed.
 - vii. Wearing Back Brace as needed. Pay attention to other trades' materials or objects mounted on walls or floors. Have permission place materials in the next scheduled work area. Use Approved Safety Glasses/eye protection always. Use Approved Gloves to protect hands from sharp objects. Wear Approved Hearing Protection when exposed to louder

than 85 Decibels.

- h. Power Tools (sander with dust collection system & vacuums) /Hand Tools (rollers & trowels)
 - i. Check the electrical cord and proper fitment at the beginning of work each day and as needed. Hand and power tools shall be used, inspected, and maintained IAW manufacturer's instructions and recommendations and shall only be used for the purpose for which designed.
 - ii. Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions.
 - iii. Keep trowels and rollers clean after each use.
 - iv. The filter(s) on the vacuum are cleaned or changed in accordance with the manufacturer's instructions.
 - v. The sander is kept flush against the surface whenever possible; and the tool is operated against the direction of sander rotation, whenever practical.
 - vi. Personal Protective Equipment (PPE) will be used when the task(s) being accomplished requires bodily protection
 - vii. Check at the beginning of work and each time of use. Daily PPE inspection required.
 - viii. Dust collection systems
 - ix. Use equipment that is designed to effectively capture dust generated by the tool being used Clean mechanisms to prevent buildup of debris on Filters. The dust collection bags are emptied to avoid overfilling. Dust collector must provide 25 cubic feet per minute (cfm) or greater of airflow per inch of wheel diameter and have a filter with 99% or greater efficiency and a cyclonic pre-separator or filter-cleaning mechanism. The hose connecting the tool to the vacuum is intact and without kinks or tight bends.

10. Exclusions:

- a. Additional Pitching and Sloping of Shower Pans outside of the current sub floor slope
- b. Reinforcing or Moisture Mitigation Membranes



Proposed Services to be Provided by TRI Solutions, Inc. For Shower Coatings at Greensboro Detention Center

- Resinous Wall System Installation Processes

1. **Labor, Tools, Materials and equipment for installation of Wall System as described below.**
2. **Temperature Controls:** the substrate temperature should be between 60 degrees F and 80 degrees F. Substrate temperature must be at least 5 degrees above the dew point.
3. **Surface Preparation:** Grind off the existing Epoxy Wall System so that the new Epoxy System will adhere correctly. All substrates must be clean, dry, and sound. Completely remove all dirt, dust, debris, paint, laitance, grease, wax, oil, loose particles, etc. by sanding, sandblasting, etc. Substrate should then be thoroughly cleaned and allowed to dry.
4. **Protection:** Protect surrounding areas from any resin spills, tape off work area so no one walks through, where applicable.
5. **Taping:** Before any application of the Resinous Wall System tape off the material that the Resinous Wall System will butt up to including plumbing fixtures and hand rails.
6. **Installation of Resinous Wall System:**
 - a. Use Heavy Duty Block Filler to fill holes and depressions in substrate to smooth the texture. Allow it to dry.
 - b. Apply the First coat of 3746G High Performance CR Epoxy Grout to the walls using a steel trowel or rubber squeegee and back roll using a 1/4" nap roller. Allow it to dry before applying the second layer.
 - c. Apply the Second coat of 3746G High Performance CR Epoxy Grout to the walls using a steel trowel or rubber squeegee and back roll using a 1/4" nap roller. Allow it to dry.
 - d. Apply the Final Top Coat of the Resinous Wall System, 4685W Urethane High Performance Wall Coating using a 1/4" nap non-shedding, urethane enamel roller making sure that there are no runs.
7. Allow it to cure 48 hours before water exposure and 7 days for full chemical

resistance.

8. Estimated time to complete Wall System in conjunction with Floor System is: 5 Working days

9. Safety and Control Points

a. Traveling to Worksite.

i. While driving maintain posted speed limits. Cell phone use is prohibited while driving on base. Obey all traffic laws always. Use seat belts properly

b. Delivering materials to the job site

i. Do a complete vehicle inspection on trucks and equipment before operation each time of use. Wearing hard hats and eye protection as well as back braces as needed. Using the "buddy system" with 3 or 4 (as needed) persons as needed to move the materials. Utilize proper lifting techniques. Materials shall not be staged/ stored in access ways /doorways. Safely ensure footing and body position for awareness of slips, trips, or falls.

c. Moving equipment and hand tools into work areas

i. Wear back support as needed. Some items may require 2 or 3 people to buddy up and move equipment and materials. Make sure you can transit confined areas before trying to move materials or equipment into an area. Utilize proper lifting techniques. Equipment shall not be staged/ stored in access ways /doorways. Safely ensure footing and body position for awareness of slips, trips, or falls.

d. Setting up electrical cords and power spots

i. Inspect cords and connection ends and ground fault breakers. Make sure the distance you are covering is within range of the cord being used. Awareness of cords to prevent trips or falls.

e. Remove existing coatings surface

i. Wear gloves, safety goggles, half mask respirator or full if not wearing goggles, and ventilate enclosed areas .

f. Application of Resin

i. When applying epoxy application can be made with brush, roller, or squeegee. Make sure the area is clean and ready for work and is free of any sharp edges or other contractor's tools or ladders have been removed to begin. Check to make sure equipment will fit in confined areas.

ii. Fire Extinguisher is within reach.

iii. Re-inspect the electrical cords for the correct size and any safety guards on the mixer if applicable. Protect your knees with knee pads.

- iv. Wear protective gloves/protective clothing/eye protection/face protection. Avoid breathing dust/mist/vapors/spray.
 - v. Provide adequate ventilation. Do not breathe vapor.
 - vi. Personnel should inspect areas where debris or slick surfaces are present to prevent tripping and slipping accidents. Appropriate footwear is needed to provide adequate traction. Safety shoes are required for all personnel to provide both adequate footwear with traction and to protect the feet.
- g. Sanding After Application of Resin and in between each application of Resin Coats.
- i. Check to make sure equipment will fit in confined areas. Eye protection and dust masks protection as needed. Being sure to take all steps necessary to control dust including the use of the proper filter systems.
 - ii. Make sure the area is clean and ready for work to begin.
 - iii. Read and understand the MOI for each piece of equipment.
 - iv. Make sure that any extension cords being used is free from defect like nicks, tears, cuts, rips, etc. If any defects are found tag them out and remove from service.
- h. Site Clean Up/Demobilization.
- i. When using any electrical tools ensure they are only plugged into GFCI outlets only. Make sure that any extension cords being used is free from defect like nicks, tears, cuts, rips, etc. If any defects are found tag them out and remove from service.
 - ii. Maintain proper housekeeping practices keep work area clean and while walking the site be observant.
 - iii. Use caution when removing debris and excess materials from job site. Utilize the use of carts or dollies when access is available. Safely ensure footing and body position for awareness of slips, trips, or falls. Proper lifting techniques utilized. Employees shall be trained in and shall use safe lifting techniques.
 - iv. Ensure areas are properly ventilated. Use the required filter mask or respirator when applying vaporous and/or toxic propellants or liquids.
 - v. Step ladders are in locked and stable position. Extension ladders are used correctly to Manufacturer's requirements. Supervisors ensure employees review AHA daily
 - vi. Clean tools with an appropriate cleaner at the completion of days' work. Having a 2nd person available to help place materials as needed. Having

- situational awareness with surroundings and other trades. At the end of each application, make sure Red caution tape is placed on all access points to alert others of possible wet wall surfaces and what time entrance to the area is allowed. Hand protection as needed. Eye protection as needed.
- vii. Wearing Back Brace as needed. Pay attention to other trades' materials or objects mounted on walls or floors. Have permission place materials in the next scheduled work area. Use Approved Safety Glasses/eye protection always. Use Approved Gloves to protect hands from sharp objects. Wear Approved Hearing Protection when exposed to louder than 85 Decibels.
 - i. Epoxy mixer
 - i. Check for proper electrical hook-up and working order every day.
 - j. Power Tools (sander with dust collection system & vacuums) /Hand Tools (rollers & trowels)
 - i. Check the electrical cord and proper fitment at the beginning of work each day and as needed. Hand and power tools shall be used, inspected, and maintained IAW manufacturer's instructions and recommendations and shall only be used for the purpose for which designed.
 - ii. Operate and maintain tool in accordance with manufacturer's instructions to minimize dust emissions.
 - iii. Keep trowels and rollers clean after each use.
 - iv. The filter(s) on the vacuum are cleaned or changed in accordance with the manufacturer's instructions.
 - v. The sander is kept flush against the surface whenever possible; and the tool is operated against the direction of sander rotation, whenever practical.
 - k. Personal Protective Equipment (PPE) will be used when the task(s) being accomplished requires bodily protection
 - i. Check at the beginning of work and each time of use. Daily PPE inspection required.
 - l. Dust collection systems
 - i. Use equipment that is designed to effectively capture dust generated by the tool being used Clean mechanisms to prevent buildup of debris on Filters. The dust collection bags are emptied to avoid overfilling. Dust collector must provide 25 cubic feet per minute (cfm) or greater of airflow per inch of wheel diameter and have a filter with 99% or greater efficiency and a cyclonic pre-separator or filter-cleaning mechanism. The hose connecting the tool to the vacuum is intact and without kinks

or tight bends.

TRI Solutions
712 Summit Avenue
Kinston, NC 28501
1-866-327-4600

FORM #1
Minority Business Participation
Attach To Proposal

I, TRI Solutions, Inc.

(Name of proposer)

do hereby certify that on this project, we will use the following MBE or WBE NC HUB-certified firms as sub-consultants, vendors, suppliers, or providers of professional services.

Firm Name, Address and Phone#	Work Type	*Minority Certification	Ethnicity	Amount	Percent
Not Applicable					
See Form #4					
Affidavit B					
TOTAL					

* HUB Certification with the NC State HUB Office as an MBE or WBE is required to be counted toward state participation goals in addition to being in Guilford County's 27 County Relevant Market

The total dollars on which minority business participation is calculated** (\$) 0.00

The total value of minority business contracting will be** (\$) 0.00

The total percentage of minority participation is** (%) 0

**** All calculations are based on the total base proposal amount.**

FORM #2
Minority Outreach Call Log
 Attach To Proposal

Project Shower Coating at the Greensboro Detention Center Proposer: TRI Solutions, Inc.

Use additional sheets as are necessary

Company Name Address & Phone		Date	Time	Diversity Category	Trade	Comment	Follow Up
Name:	Not Applicable						
Phone #:							
Address:							
State/Zip							
Name:	Affidavit B						
Phone #:							
Address:							
State/Zip							
Name:							
Phone #:							
Address:							
State/Zip							
Name:							
Phone #:							
Address:							
State/Zip							
Name:							
Phone #:							
Address:							
State/Zip							
Name:							
Phone #:							
Address:							
State/Zip							

FORM #3
GOOD FAITH EFFORTS
AFFIDAVIT A
Attach To Proposal

Affidavit of TRI Solutions, Inc.

** Using our own Workforce**

(Name of Proposer)

Proposers must earn at least 50 points from the good faith efforts listed for their proposal to be considered responsive. A proposer may submit a Self-Performance Affidavit in lieu of meeting the established goal or submitting Good Faith Efforts.

[1 NC Administrative Code 301.0101]

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

FORM #3 – GOOD FAITH EFFORTS, CONTINUED COMPLIANCE REQUIREMENTS

In determining whether a vendor has made Good Faith Efforts, Guilford County will evaluate all efforts made by the vendor and will determine compliance regarding the quantity, intensity, and results of these efforts. Good Faith Efforts include:

Examples of documentation that may be required to demonstrate the Proposer's good faith efforts to meet the goals set forth in these provisions include, but are not necessarily limited to, the following:

- A. Copies of solicitations for quotes to at least three (3) minority business firms from the source list provided by the State for each subcontract to be let under this contract (if 3 or more firms are shown on the source list). Each solicitation shall contain a specific description of the work to be subcontracted, location where proposal documents can be reviewed, representative of the Proposer to contact, and location, date, and time when quotes must be received.
- B. Copies of quotes or responses received from each firm responding to the solicitation.
- C. A telephone log of follow-up calls to each firm sent a solicitation.
- D. For subcontracts where a minority business firm is not considered the proposed awardee, copies of quotes received from all firms submitting quotes for that subcontract.
- E. Documentation of any contracts or correspondence to minority business, community, or contractor organizations to meet the goal.
- F. Copy of pre-proposal roster
- G. Letter documenting efforts to aid in obtaining required bonding or insurance for minority businesses.
- H. Letter detailing reasons for rejection of minority business due to lack of qualification.
- I. Letter documenting proposed assistance offered to minority businesses in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letter of credit, including waiving credit that is ordinarily required.

Failure to provide the documentation as listed in these provisions may result in the rejection of the proposal and award to the next selected awardee.

**FORM #4
SELF PERFORMANCE
AFFIDAVIT B
Attach To Bid**

Affidavit of TRI Solutions, Inc.
(Name of Bidder/Proposer)

I hereby certify that it is our intent to perform 100% of the work required for the contract:
Shower Coating at the Greensboro Detention Center
(Name of Project)

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

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

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

Date: 1/25/2024 Name of Authorized Officer: Brad Albritton

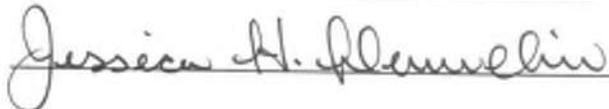
Signature: 

Title: President



State of North Carolina, County of Lenoir

Subscribed and sworn to before me this 25th day of Jan. 2024

Notary Public 

My commission expires August 22, 2027

ADDENDUM ACKNOWLEDGEMENT

Shower Coating at the Greensboro Detention Center
Title of Project

20186
Bid Number

Receipt of the following Addendum is acknowledged:
Failure to acknowledge an addendum may result in a Respondent being deemed non-responsive

Addendum no. #1 Date 1/16/24

Addendum no. #2 Date 1/17/24

Addendum no. #3 Date 1/16/24

Addendum no. #4A/B Date 1/23/24

Addendum no. #5 Date 1/23/24

Addendum no. #6 Date 1/26/24

Signature: Brad Albritton Date: 1/29/24

Title: President _____

TRI Solutions Inc
Name of Firm

NON-COLLUSION AFFIDAVIT

STATE OF (North Carolina)

() SS.

COUNTY OF (Lenoir)

I, Brad Albritton, of TRI Solutions, Inc., In the County of Lenoir and the State of North Carolina, of full age, being duly sworn according to law on my oath depose and say that:

I am President, of the firm of TRI Solutions, Inc., making the Proposal for the above- named authority.

My submission of a response to this event certifies that I agree to the non-collusion agreement contained below:

1. The submitter of this document is acting as an agent for their company who is the respondent that has submitted the attached bid response.
2. The undersigned person is fully informed concerning the preparation and contents of the attached response and of all pertinent circumstances related to it and is authorized to sign this affidavit. This affidavit is given under penalty of perjury as provided by law.
3. Such bid response is genuine and is not collusive or sham in anyway whatsoever.
4. Neither the person responding nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including the signer of this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other respondent, firm or person to submit collusive or sham response in connection with the contract for which the attached response has been submitted or to refrain from responding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other responder, firm or person to fix the price, or cost to secure through collusion, conspiracy, connivance or unlawful agreement any advantage against the Board of County Commissioners, Guilford County or any person interested in the proposed contract.
5. The price or prices quoted in the attached response are fair and proper and are not derived by any collusion, conspiracy, connivance or lawful agreement and on the part of the respondent or any of its agents, representatives, owners, employees, or parties in interest.

TRI Solutions, Inc.

(Name of Contractor)

Brad Albritton / President / 1/24/2024
Signature (Type or Print Name) Title Date

Subscribed and sworn to before me on this 24th day of January, 2024.

Jessica H. Flewwellin / Jessica H. Flewwellin
Signature (Type or Print Name)

Notary Public of the State of North Carolina My

Commission expires August 22nd, 2027



STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF GUILFORD

I, Brad Albritton (the individual attesting below), being duly authorized by and on behalf of TRI Solutions, Inc. (the responding entity hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. Mark "Yes" or "No":
 - a. YES X ; or,
 - b. NO _____
4. Employer's subcontractors comply with E-Verify, and if Employer is awarded a contract for this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 24 day of January, 20 24.

Brad Albritton

Signature of Affiant

Print or Type Name: Brad Albritton State of North Carolina County of ~~Guilford~~ Lenoir

Signed and sworn to (or affirmed) before me, this the 24th day of January, 20 24.

My Commission Expires:

August 22, 2027. *Jessica H. Flewwellin*
Notary Public

(Affix Official/Notarial Seal)

