



## *Advanced Diving Services, Inc.*

Commercial Diving Services – New Harmony, UT Office

896 E 400 S #310 – New Harmony – Utah 84757 – PHONE 866-237-3483

www.advanceddiving.com      info@advanceddiving.com

### **North Central Texas Council of Governments**

Bid Contact  
Lisa Littrell  
(817) 704-5674  
elittrell@nctcog.org  
Attn: Purchasing Division  
616 Six Flags Drive  
Arlington, TX 76011

10/09/2024

### **RE: WATER STORAGE TANK INSPECTION & CLEANING RFP NO. 2024-135**

Advanced Diving Services respectfully submits our RFP Proposal for your review and approval.

You can reach our office manager, Kevan Adams, at 866-237-3483 or by email at [office@advanceddiving.org](mailto:office@advanceddiving.org) with any questions or clarifications regarding our proposal.

We appreciate your consideration.

Sincerely,

*James Nilsson*

James Nilsson/President

Advanced Diving Services Inc. Commercial Diver Services Agreement #24-270

North Central Texas Council of Governments

RFP 2024-135

Page 1 of 15



## ***Advanced Diving Services, Inc.***

**Commercial Diver Services – New Harmony, UT Office**  
896 E 400 S #310 – New Harmony – Utah 84757 – PHONE 866-237-3483  
[www.advanceddiving.com](http://www.advanceddiving.com)      [info@advanceddiving.com](mailto:info@advanceddiving.com)

### **“EXHIBT A” Consulting Agreement 24-270**

This Consulting Agreement, TO RETAIN COMMERCIAL DIVER SERVICES is entered into between **TXShare / North Central Texas Council of Governments (“Client”)**, and **ADVANCED DIVING SERVICES INC. (“Contractor”)**.

#### **BACKGROUND:**

- A. The Client is of the opinion that the Consultant has the necessary qualifications, experience, and abilities to provide services to the client.
- B. The Consultant is agreeable to providing such services to the Client on the terms and consideration set out in this agreement.

**IN CONSIDERATION OF** the matters described above and for the mutual benefits and obligations set forth in this agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Consultant agree as follows:

#### **Scope Of Services Provided**

**Services.** The Client has engaged Consultant to provide services in connection with the Client’s *Reservoir Survey, Inspection, Cleaning, Maintenance and Repairs provided by Technicians and Commercially Certified Divers for the following Scope of services:*

1. **Potable Water Reservoir Cleaning and Inspections**, provided by commercially certified divers for full- and in-service water tanks and reservoirs to meet standards and regulations as required by AWWA, NFPA, EPA, OSHA, and TX Administrative Code.
2. **Potable Water Reservoir Maintenance and Repairs**, to include Coating and liner epoxy repairs, repair or replacement of vents, screens, hatches, gaskets, ladders, floats, and other such Appurtenances. Requires a minimum of 3-person crew.

3. **Non-Potable Fire Tanks or other non-HAZMAT water storage facility Cleaning, Inspection and Repairs.** Requires a minimum of a 3-person crew.
4. **Remote Operated Vehicle Inspections OR Diver Inspections (no-cleaning),** to include potable water tanks and towers and open water reservoirs.
5. **HAZMAT Dive, Inspection and Repairs of Water Reservoir or Structures,** that contain hazardous materials such as human waste in water treatment facilities reservoirs, ponds, structures, and Appurtenances. Hazmat Dives require a minimum 4-person dive crew.
6. **Inspection of Open Water Reservoir Dams, Intake and Outfall Structures,** Provided by commercially trained and certified divers and Inspectors.
7. **Cleaning and Repairs to Open Reservoir Intake and Outfall Structures,** to include trash rack cleaning, installation, maintenance, or replacement or the setting, removal, or replacement of rams and or intake or outfall structures.
8. **Sonar Survey of Open Reservoir Surfaces, Structures and Appurtenances,**
9. **Dredging of Sediment or Aquatic Vegetation from Open Lakes or Ponds,**
10. **Other Tasks as Appropriate and Mutually Agreed Upon,** Site consultation and or other services may include tasks which the parties may agree upon in writing.

#### **Term of Agreement**

11. The term of this agreement (the “Term”) will begin on the date of this agreement and will remain in full force and effect for a five-year period. The Term of this agreement may be extended with the written consent of the parties.
12. If either party breaches a material provision under this Agreement, the non-defaulting Party may terminate this Agreement and require the defaulting Party to indemnify the non-defaulting Party against all reasonable damages.

#### **Performance**

13. The Parties agree to do everything necessary to ensure that the terms of this agreement are completed in good faith and in a professional manner to the mutual improvement of the parties. Work to be completed in a timely manner on a schedule mutually agreeable to the parties.

## **Exhibit B: Compensation**

### **Currency**

Except as otherwise provided in this agreement, all monetary amounts referred to in this agreement are in USD (US Dollars).

### **Compensation**

For services rendered by the Consultant under this Agreement, the Client will provide compensation as follows:

#### **1. Rates for Services found Under Scope of Services Heading #1.**

##### **Potable Water Reservoir Cleaning and Inspections:**

- a. Concrete or Steel Reservoir less than or equal to 91' Diameter and 35' Height, to include cleaning of up to 3" of non-compacted or non-adhered sediment from horizontal surfaces and Standard Visual Inspection and written report with findings, standards compliance, and recommendations:

Quantity (1) ..... \$2,998.00

- b. Concrete or Steel Reservoir between 91' and 130' in Diameter and less than 35' Height, to include cleaning of up to 3" of non-compacted or non-adhered sediment from horizontal surfaces and Standard Visual Inspection and written report with findings, standards compliance, and recommendations:

Quantity (1) ..... \$5,396.00

- c. Concrete or Steel Reservoir between 130' and 160' Diameter and 35' Height, to include cleaning of up to 3" of non-compacted or non-adhered sediment from horizontal surfaces and Standard Visual Inspection and written report with findings, standards compliance, and recommendations:

Quantity (1) ..... \$7,794.00

- d. Hydropillars and elevated tanks 500,000 gallons or less to include cleaning of up to 3" of non-compacted or non-adhered sediment from horizontal surfaces and Standard Visual Inspection and written report with findings, standards compliance, and recommendations:

Quantity (1) ..... \$2,998.00

- e. Hydropillars and elevated tanks greater than 500,000 gallons to include cleaning of up to 3” of non-compacted or non-adhered sediment from horizontal surfaces and Standard Visual Inspection and written report with findings, standards compliance, and recommendations:

Quantity (1) ..... \$5,396.00

- f. Ground tanks larger than 160’ in diameter or taller than 35’ in height will require pricing per reservoir specification and type, at a cost mutually agreeable to the parties.

- g. Sediment removal of greater than 3” in depth or that is compacted or adhered or contains rock or other debris that cannot be removed by standard industry vacuum procedures can be removed on an hourly basis.

Quantity (Per hour) ..... \$390.00

- h. Filtration by dewatering bags or containers or special containment of effluent is provided on a time and materials basis.

- i. General Time, Materials, and Equipment Rates are as Follows:

Time (Per hour) ..... \$390.00

Materials and Consumables are Cost + 20%

Special Equipment Rental is at Cost + 20%

**The following conditions apply to all potable water reservoir cleaning and inspections:**

1. Inspections need to have some flexibility in scheduling. If a specific date is needed without additional work scheduled in the area a separate mobilization charge of \$1,800.00 will apply.
2. That all information provided us is correct, entry hatches are at least 24” in diameter, large enough for a diver to enter, and all reservoirs are accessible by a four-wheel-drive truck and 20’ trailer.
3. During cleaning, **reservoir water levels must be kept at or near full capacity.**
4. Removed water, materials, and any necessary permitting are the responsibility of [the customer](#) (Placement of the effluent material is done at the direction of the customer within 100’ of the reservoir and does not include hauling or disposal of water, sediment, or debris off site.
5. Quotes for cleaning assume the sediment is normal material (such as silt flocculated material, insects, light sand, manganese, rust, etc...) found in potable water

Advanced Diving Services Inc. Commercial Diver Services Agreement #24-270

North Central Texas Council of Governments

RFP 2024-135

Page 5 of 15

reservoirs that is easily removed by our vacuuming procedures. Material that cannot be vacuumed such as concrete, construction material, gravel, rocks, detached coating, compact/adhered sediment, etc..., is considered debris and will be removed on the hourly rate (bid includes one hour of debris removal).

6. We clean all submerged horizontal and angled berm or sloped surfaces. Vertical surfaces such as the walls can be cleaned but must be listed separately in the quote detail or estimated by the divers upon inspection. We do not clean surfaces that are out of the water.
7. If any information provided to us is incorrect or if any problems exist that inhibit our ability to complete the job on a timely schedule, then we will notify the Client, of the problem(s) and reserve the right to add on to the quote based on established rates for the additional time, materials, or equipment it will take to complete the work.
8. Laboratory analysis of water, coating, or debris samples is the responsibility of the Client.

## 2. Rates for Services found Under Scope of Services Heading #2.

### Potable Water Reservoir Maintenance and Repairs:

Maintenance and Repairs are provided on a Specified Materials and a Time and Materials Basis:

Roof Access Hatch Gaskets .....	\$238.00 Each
Roof Vent Screens .....	\$238.00 Each
NSF 61 Approved Epoxy .....	\$70.00 Tube
Time (Per hour) .....	\$390.00

Other Special-Order Parts and Materials and Consumables are Cost + 20%

Special Equipment Rental is at Cost + 20%

## 3. Rates for Services found Under Scope of Services Heading #3.

### Non-Potable Fire Tanks or other non-HAZMAT water storage facility Cleaning, Inspection and Repairs

- a. Concrete or Steel Reservoir less than or equal to 91' Diameter and 35' Height, to include cleaning of up to 3" of non-compacted or non-adhered sediment from horizontal surfaces and Standard Visual Inspection and written report with findings, standards compliance, and recommendations:

Quantity (1) ..... \$2,798.00

- b. Concrete or Steel Reservoir between 91' and 130' in Diameter and less than 35' Height, to include cleaning of up to 3" of non-compacted or non-adhered sediment from horizontal surfaces and Standard Visual Inspection and written report with findings, standards compliance, and recommendations:

Quantity (1) ..... \$4,996.00

Advanced Diving Services Inc. Commercial Diver Services Agreement #24-270

North Central Texas Council of Governments

RFP 2024-135

Page 6 of 15

- c. Concrete or Steel Reservoir between 130' and 160' Diameter and 35' Height, to include cleaning of up to 3" of non-compacted or non-adhered sediment from horizontal surfaces and Standard Visual Inspection and written report with findings, standards compliance, and recommendations:

Quantity (1) ..... \$7,194.00

- d. Tanks larger than 160' in diameter or taller than 40' in height will require pricing per reservoir specification and type, at a cost mutually agreeable to the parties.
- e. Sediment removal of greater than 3" in depth or that is compacted or adhered or contains rock or other debris that cannot be removed by standard industry vacuum procedures can be removed on an hourly basis.
- f. Filtration by dewatering bags or containers or special containment of effluent is provided on a time and materials basis.
- g. General Time, Materials, and Equipment Rates are as Follows:

Time (Per hour) ..... \$390.00

Materials and Consumables are Cost + 20%

Special Equipment Rental is at Cost + 20%

**The following conditions apply to all non-potable water reservoir cleaning and inspections:**

- 1 Inspections need to have some flexibility in scheduling. If a specific date is needed without additional work scheduled in the area a separate mobilization charge of \$1,800.00 will apply.
- 2 That all information provided us is correct, entry hatches are at least 24" in diameter, large enough for a diver to enter, and all reservoirs are accessible by a four-wheel-drive truck and 20' trailer.
- 3 During cleaning, **reservoir water levels must be kept at or near full capacity.**
- 4 Removed water, materials, and any necessary permitting are the responsibility of [the customer](#) (Placement of the effluent material is done at the direction of the customer within 100' of the reservoir and does not include hauling or disposal of water, sediment, or debris off site.
- 5 Quotes for cleaning assume the sediment is normal material (such as silt flocculated material, insects, light sand, manganese, rust, etc...) found in potable water reservoirs that is easily removed by our vacuuming procedures. Material that cannot be vacuumed such as concrete, construction material, gravel, rocks, detached coating,

- compact/adhered sediment, etc..., is considered debris and will be removed on the hourly rate (bid includes one hour of debris removal).
- 6 We clean all submerged horizontal and angled berm or sloped surfaces. Vertical surfaces such as the walls can be cleaned but must be listed separately in the quote detail or estimated by the divers upon inspection. We do not clean surfaces that are out of the water.
  - 7 If any information provided to us is incorrect or if any problems exist that inhibit our ability to complete the job on a timely schedule, then we will notify the Client, of the problem(s) and reserve the right to add on to the quote based on established rates for the additional time, materials, or equipment it will take to complete the work.
  - 8 Laboratory analysis of water, coating, or debris samples is the responsibility of the district.

#### **4. Rates for Services found Under Scope of Services Heading #4.**

##### **Remote Operated Vehicle Inspections OR Diver Inspections (no-cleaning)**

##### **Potable Water Reservoir Inspection Only:**

- a. Quantity of (1) to (3) reservoir inspections scheduled for same day inspection service. Visual internal and external inspection and written report with findings, standards compliance, and recommendations:

Quantity (1 to 3 Reservoir Inspections only with single charge) \$2,998.00

- b. Quantity of (4) to (6) reservoir inspections are scheduled together. Visual internal and external inspection and written report with findings, standards compliance, and recommendations:

Quantity (4 to 6 Reservoir Inspection only with single charge) \$5,996.00

- c. Quantity of (7) to (9) reservoir inspections are scheduled together. Visual internal and external inspection and written report with findings, standards compliance, and recommendations:

Quantity (7 to 9 Reservoir Inspection only with single charge) \$8,994.00

##### **The following conditions apply to all water reservoir inspections:**

1. Inspections need to have some flexibility in scheduling. If a specific date is needed without additional work scheduled in the area a separate mobilization charge of \$1,800.00 will apply.
2. During cleaning, **reservoir water levels must be kept at or near full capacity.**



## **5. Rates for Services found Under Scope of Services Heading #5.**

### HAZMAT Dive, Inspection and Repairs of Water Reservoir or Structures

Dive Team: (4-person crew) \$4,800.00 per 8-hour day/ 8 hour minimum

Additional Diver/Crew Member: \$1,200.00 per 8-hour day

Overtime/Weekend: Time and a half

Holiday pay: Double time

Deep Diving: Not available

Penetration Diving: Not available

Decontamination and/or decompression of cold, deep and/or penetration diving will increase the rates. A specific quote will be required for each job specification.

Emergency Rates: Less than 48-hour notice - add 50% to rates.

Equipment/Material Costs: \$4,500.00 minimum\*.

\*NOTE: additional equipment and supplies are required for most HAZMAT work and will be invoiced at \$3,500. These supplies need to be ordered once the contract for work has been approved and the shipping of the required equipment and supplies is estimated to be 15 days. Thus, from the time the project is approved, ADS needs a 15–20-day materials lead time before the scheduled site performance date.

Pre-job meetings/consultation rate is \$145 hour per person

- Prices are for dive station, divers, and diver equipment only.
- Sewer Dive Protective Clothing /Gear will be necessary due to the unknown presence of hypodermic needles.
- Additional equipment may be required – Such as Cranes, personnel baskets, and pumps
- If Dry Suits worn by the divers are compromised and or damaged and require replacement the Client will be responsible for the cost of said Dive Suit replacement.

## **6. Rates for Services found Under Scope of Services Heading #6.**

### Inspection of Open Water Reservoir Dams, Intake and Outfall Structures

Dive Team: (3-person dive crew) \$3,120.00 per 8-hour day

Additional Diver/Crew Member: \$900.00 per 8-hour day

Overtime: Time and a half

Holiday pay: Double time

Deep Diving: 51 feet to 100 feet Dive Team rate increases 50%

Below 100 feet Quote required

Boat rentals and special equipment provided by ADS is at cost + 20%.

Penetration Diving: Four-person dive crew required at minimum

- 0 to 50 feet \$450 per hour – 4 hours minimum
- 50 to 99 feet \$550 per hour – 4 hours minimum
- Beyond 99 feet requires quote

Decontamination and/or decompression of cold, deep and/or penetration diving will increase the rates. A specific quote will be required for each job specification.

Open reservoirs will need to either have access diver and equipment access by shore, or a boat with a dive platform. Boat may be provided by the Client, or by Advanced Diving Services. There may be additional cost due to boat and boat access fees and consumables.

## **7. Rates for Services found Under Scope of Services Heading #7.**

### **Cleaning and Repairs to Open Reservoir Intake and Outfall Structures**

Dive Team: (3-person dive crew) \$2,400.00 per 8-hour day

Additional Diver/Crew Member: \$800.00 per 8-hour day

Overtime: Time and a half

Holiday pay: Double time

Deep Diving: 51 feet to 100 feet Dive Team rate increases 50%

Below 100 feet Quote required

Boat rentals and special equipment provided by ADS is at cost + 20%.

Penetration Diving: Four-person dive crew required at minimum

- 0 to 50 feet \$450 per hour – 4 hours minimum
- 50 to 99 feet \$550 per hour – 4 hours minimum
- Beyond 99 feet requires quote

Materials and Consumables are billed at Cost +20%

Special Equipment Rentals are billed at Cost +20%

Decontamination and/or decompression of cold, deep and/or penetration diving will increase the rates. A specific quote will be required for each job specification.

Open reservoirs will need to either have access diver and equipment access by shore, or a boat with a dive platform. Boat(s) may be provided by the Client, or by Advanced Diving Services. There may be additional cost due to boat and boat access fees and consumables.

## **8. Rates for Services found Under Scope of Services Heading #8.**

### **Sonar Survey of Open Reservoir Surfaces, Structures and Appurtenances**

Sonar Surveys are generally provided by a 2-person crew.

Standard Sonar and Crew rate is \$2,400.00 per day.

Sonar services require boat ramp access.

A boat is currently included and may be provided by the District or Advanced Diving Services. Boat cost and availability is subject to change.

## **9. Rates for Services found Under Scope of Services Heading #9.**

### **Dredging of Sediment or Aquatic Vegetation from Open Lakes or Ponds**

Dredging specifications can vary greatly depending on location, depth, discharge, condition and type of removal materials, equipment requirements, dewatering, hauling, and other characteristics of a specific project.

Basic rates are:

Dive Team: (3-person dive crew) \$2,400.00 per 8-hour day minimum

Additional Diver/Crew Member: \$800.00 per 8-hour day

Materials and Consumables at Cost +20%

Special Equipment Rental at Cost +20%.

## **10. Rates for Services found Under Scope of Services Heading #10.**

### **Other Tasks as Appropriate and Mutually Agreed Upon**

Advanced Diving Services capabilities include extreme weather conditions, such as ice and cold weather diving, construction of marina's, moving ramps and other construction work provided by commercially trained and certified divers on, in or under water.

Rates will depend on specific scope development.

Consultation and scope development is provided at \$145.00 per hour + any special out of the county travel expenses.

## **11. Material Deposits**

A materials deposit may be invoiced at the time the contract is executed. The client will be invoiced after the work is complete. Invoices submitted by the Consultant to the Client are due 30 days of receipt.

## **12. Additional Compensation**

The Compensation as stated in this contract does not include sales tax, municipal or county business licenses, bonding or other possible duties as may be required by law. Any taxes, bonding, local business licensing fees and duties required by law will be charged to the client.

### **13. Payment Terms**

- a. Payment terms are net 30 days.
- b. PAYMENTS POSTMARKED WITHIN 10 DAYS OF INVOICE DATE MAY APPLY A 2% DISCOUNT
- c. Late payments are subject to a 3% late fee recurring monthly until payment is received in full.
- d. Any collection or attorney fees for payments not received within 60 days will be added to the outstanding balance and collectable from the client.

### **Confidentiality**

Confidential information (the “Confidential Information”) refers to any data or information relating to the Client, whether business or personal, which would reasonably be considered to be private or proprietary to the Client and that is not generally known and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

The Consultant agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Consultant has obtained, except as authorized by the Client or as required by law. The obligation of confidentiality will apply during the term of this Agreement and will survive indefinitely upon termination of this Agreement.

### **Independent Contractor**

Consultant is an independent contractor and is not an employee, partner, or co-venturer of, or in any other service relationship with, the Client. The manner in which the Consultant’s services are rendered shall be within the Consultant’s sole control and discretion. The consultant is not authorized to speak for, represent, or obligate the Client nor the Client to the Contractor in any manner without prior express written authorization.

## **Notice**

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement as follows:

**Client:**           **North Central Texas Council of Governments**

Purchasing Division

616 Six Flags Drive

Arlington, TX 76011

**Consultant:**   **Advanced Diving Services Inc.**

896 E 400 S. #310, New Harmony, UT 84757

Or to such other address as the Parties may from time to time notify the other.

## **Governing Law.**

This Agreement shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the State of Utah.

## **Complete Agreement**

This Agreement constitutes the complete agreement and sets forth the entire understanding and agreement of the parties as to the subject matter of this Agreement and supersedes all prior discussions and understandings in respect to the subject of this Agreement, whether written or oral.

## **Severability**

If any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all the other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

## **Waiver**

The waiver by either party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

**IN WITNESS WHEREOF**, this Agreement is executed as of the date set forth above.

**Client**

By : \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_

**Consultant**

By : \_\_\_\_\_ Date: \_\_\_\_\_

Its: \_\_\_\_\_



**ADDENDUM NO. 1  
REQUEST FOR PROPOSALS  
WATER STORAGE TANK INSPECTION & CLEANING SERVICES  
RFP NO. 2024-135  
ISSUED: SEPTEMBER 30, 2024**

RFP 2024-135, dated September 18, 2024, is hereby amended to incorporate in full text the following provisions:

The following questions were submitted by potential proposers and are answered below.

**I. QUESTIONS:**

**1. RFP Reference: "Exhibit 2 - Market Basket Form for RFP 2024-135"**

**Question 1:** What are the dimensions on the sample tanks as this will affect pricing?

**Answer:** Unfortunately, dimensions for each sample tank listed in Exhibit 2 are unavailable from member entity. Only number of gallons information is available and listed.

**2. RFP Reference: "Exhibit 2 - Market Basket Form for RFP 2024-135"**

**Question 2:** What is the hatch size on the sample tanks for diver access? They must be at least 24" or widened if they are too small.

**Answer:** All hatch sizes for the tanks listed in Exhibit 2 are in excess of 30" inches.

**3. RFP Reference: "Exhibit 2 - Market Basket Form for RFP 2024-135"**

**Question 3:** Can a trailer that is 24' long along with a 4WD truck have drive up to the sample tanks and how far away? This will prevent equipment have to be ported and thus increase cost.

**Answer:** Yes, a trailer that is 24' long along with a 4WD truck can drive up to the sample tanks.

**4. RFP Reference: "Exhibit 2 - Market Basket Form for RFP 2024-135"**

**Question 4:** Is discharge allowed on-site for each sample reservoir that is 100' or less away? If more than 100' how far? Note: If sediment must be captured in a sediment bag, or piped further than mentioned it will cause an increase in cost.

**Answer:** Yes, discharge is allowed on-site for each sample reservoir that is 100' or less away. Please indicate any additional fees or charges in your attached price list (Exhibit 1)

**5. RFP Reference: "Exhibit 2 - Market Basket Form for RFP 2024-135 "**

**Question 5:** There is additional cost if sediment exceeds three inches. How much sediment is expected on sample tanks?

**Answer:** For Exhibit 2, use 3" of sediment. Please state any additional fees in bidder notes or your attached price list (Exhibit 1).



**END OF ADDENDUM NO. 1**

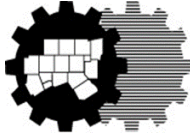
Lisa Littrell, NIGP-CPP, CPPO, CPPB  
Purchasing Agent

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**Proposers: Please acknowledge and return a copy of this Addendum with your proposal.**

COMPANY NAME: Advanced Diving Services Inc.

SIGNATURE:  \_\_\_\_\_

**NOTE: Company name and signature must be the same as on the RFP documents.**



**ADDENDUM NO. 2  
REQUEST FOR PROPOSALS  
WATER STORAGE TANK INSPECTION & CLEANING SERVICES  
RFP NO. 2024-135**

**ISSUED: OCTOBER 9, 2024**

RFP 2024-135, dated September 18, 2024, is hereby amended as follows:

Section 3: General Information, 3.3 Solicitation Schedule

Proposal Due Date is extended to October 16, 2024, at 2:00 PM, CT

<b>Proposal Due Date</b>	<b>October 16, 2024</b>	<b>2:00 PM CT</b>
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**END OF ADDENDUM NO. 2**

Lisa Littrell, NIGP-CPP, CPPO, CPPB  
Purchasing Agent

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**Proposers: Please acknowledge and return a copy of this Addendum with your proposal.**

COMPANY NAME: Advanced Diving Services Inc.

SIGNATURE: 

**NOTE: Company name and signature must be the same as on the RFP documents.**

# TXShare

**Your Public Sector Solutions Center**

**REQUEST FOR PROPOSALS**  
**For**  
**Water Storage Tank Inspection & Cleaning Services**  
**RFP # 2024-135**

Sealed proposals will be accepted until 2:00 PM CT, **October 9, 2024**, and then publicly opened and read aloud thereafter.

\_\_\_\_\_  
Legal Name of Proposing Firm

\_\_\_\_\_  
Contact Person for This Proposal

\_\_\_\_\_  
Title

\_\_\_\_\_  
Contact Person Telephone Number

\_\_\_\_\_  
Contact Person E-Mail Address

\_\_\_\_\_  
Street Address of Principal Place of Business

\_\_\_\_\_  
City/State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Mailing Address of Principal Place of Business

\_\_\_\_\_  
City/State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Point of Contact for Contract Negotiations

\_\_\_\_\_  
Title

\_\_\_\_\_  
Point of Contact Telephone Number

\_\_\_\_\_  
Point of Contact Person E-Mail Address

Acknowledgment of Addenda (initial): #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_

**NOTE: Any confidential/proprietary information must be clearly labeled as “confidential/proprietary”. All proposals are subject to the Texas Public Information Act.**

**COVER SHEET**

## **REQUIRED ATTACHMENT CHECKLIST**

Please utilize this checklist to ensure that all required attachments are included with your proposal. IF AN ATTACHMENT DOES NOT APPLY, PLEASE MARK AS “**NOT APPLICABLE**” AND SUBMIT WITH THE PROPOSAL. FAILURE TO SUBMIT **ALL REQUIRED DOCUMENTS** MAY NEGATIVELY IMPACT YOUR EVALUATION SCORE.

- ☐ Page 1 - Cover Sheet
- ☐ Page 21 - Attachment I: Instructions for Proposals Compliance and Submittal
- ☐ Page 22 - Attachment II: Certification of Offeror
- ☐ Page 23 - Attachment III: Certification Regarding Debarment
- ☐ Page 24 - Attachment IV: Restrictions on Lobbying
- ☐ Page 26 - Attachment V: Drug-Free Workplace Certification
- ☐ Page 27 - Attachment VI: Certification Regarding Disclosure of Conflict of Interest
- ☐ Page 30 - Attachment VII: Certification of Fair Business Practices
- ☐ Page 31 - Attachment VIII: Certification of Good Standing Texas Corporate Franchise Tax Certification
- ☐ Page 32 - Attachment IX: Historically Underutilized Businesses, Minority Or Women-Owned Or Disadvantaged Business Enterprises
- ☐ Page 33 - Attachment X: Federal and State of Texas Required Procurement Provisions
- ☐ Page 36 - Exhibit 1: Description of Desired Product Categories for Proposed Pricing
- ☐ Page 38 - Exhibit 2: Sample Market Basket Form
- ☐ Page 39 – Exhibit 3: Service Area Designation Forms

Respondent recognizes that all proposals must be submitted electronically through Public Purchase by the RFP due date and time. All other forms of submissions will be deemed nonresponsive and will not be opened or considered.

**ATTACHMENT I: INSTRUCTIONS  
FOR PROPOSALS COMPLIANCE AND SUBMITTAL**

**Compliance with the Solicitation**

Submissions must be in strict compliance with this solicitation. Failure to comply with all provisions of the solicitation may result in disqualification.

By signing this proposal, you certify that you have obtained and will continue to maintain during the entire term of this contract, all permits, approvals, or licenses, necessary for lawful performance of its obligations under this contract.

**Compliance with the NCTCOG Standard Terms and Conditions**

By signing its submission, Offeror acknowledges that it has read, understands and agrees to comply with the NCTCOG standard terms and conditions.

**Acknowledgment of Insurance Requirements**

By signing its submission, Offeror acknowledges that it has read and understands the insurance requirements for the submission. Offeror also understands that the evidence of required insurance must be submitted within ten (10) working days following notification of its offer being accepted; otherwise, NCTCOG may rescind its acceptance of the Offeror's proposals. The insurance requirements are outlined in Section 2.2 - General Terms and Conditions.

Name of Organization/Contractor(s):

\_\_\_\_\_

Signature of:

\_\_\_\_\_

A handwritten signature in black ink, appearing to be "Jim ML", is written over a light yellow rectangular background. The signature is positioned between two horizontal lines.

Date: \_\_\_\_\_

## ATTACHMENT II: CERTIFICATIONS OF OFFEROR

I hereby certify that the information contained in this proposal and any attachments is true and correct and may be viewed as an accurate representation of proposed services to be provided by this organization. I certify that no employee, board member, or agent of the North Central Texas Council of Governments has assisted in the preparation of this proposal. I acknowledge that I have read and understand the requirements and provisions of the solicitation and that the organization will comply with the regulations and other applicable local, state, and federal regulations and directives in the implementation of this contract.

I also certify that I have read and understood all sections of this solicitation and will comply with all the terms and conditions as stated; and furthermore that I, James Nilsson (typed or printed name) certify that I am the President (title) of the corporation, partnership, or sole proprietorship, or other eligible entity named as offeror and respondent herein and that I am legally authorized to sign this offer and to submit it to the North Central Texas Council of Governments, on behalf of said offeror by authority of its governing body.

Name of Organization/Contractor(s):

\_\_\_\_\_

Signature of Authorized Representative:

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

Date: \_\_\_\_\_

**ATTACHMENT III: CERTIFICATION  
REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS**

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

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

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
2. Have not within a three-year period preceding this contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction, violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false Proposals, or receiving stolen property;
3. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offense enumerated in Paragraph (2) of this certification; and,
4. Have not within a three-year period preceding this contract had one or more public transactions terminated for cause or default.

Where the prospective recipient of federal assistance funds is unable to certify to any of the qualifications in this certification, such prospective recipient shall attach an explanation to this certification form.

Name of Organization/Contractor(s):

\_\_\_\_\_

Signature of

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

Date: \_\_\_\_\_

#### **ATTACHMENT IV: RESTRICTIONS ON LOBBYING**

Section 319 of Public Law 101-121 prohibits recipients of federal contracts, grants, and loans exceeding \$100,000 at any tier under a federal contract from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. Section 319 also requires each person who requests or receives a federal contract or grant in excess of \$100,000 to disclose lobbying.

No appropriated funds may be expended by the recipient of a federal contract, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any federal executive department or agency as well as any independent regulatory commission or government corporation, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan the entering into of any cooperative agreement and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

As a recipient of a federal grant exceeding \$100,000, NCTCOG requires its subcontractors of that grant to file a certification, set forth in Appendix B.1, that neither the agency nor its employees have made, or will make, any payment prohibited by the preceding paragraph.

Subcontractors are also required to file with NCTCOG a disclosure form, set forth in Appendix B.2, if the subcontractor or its employees have made or have agreed to make any payment using nonappropriated funds (to include profits from any federal action), which would be prohibited if paid for with appropriated funds.



**LOBBYING CERTIFICATION  
FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS**

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

1. No federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an officer or employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative Contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract; and
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, and or cooperative contract, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with the instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-recipients shall certify accordingly.

Name of Organization/Contractor(s):

\_\_\_\_\_

Signature c

\_\_\_\_\_

A handwritten signature in black ink, appearing to be "Jim M", is written over a light yellow rectangular background. The signature is cursive and stylized.

Date: \_\_\_\_\_

## ATTACHMENT V: DRUG-FREE WORKPLACE CERTIFICATION

The \_\_\_\_\_ (company name) will provide a Drug Free Work Place in compliance with the Drug Free Work Place Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premises of the \_\_\_\_\_ (company name) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action up to and including termination. All employees, as a condition of employment, will comply with this policy.

### CERTIFICATION REGARDING DRUG-FREE WORKPLACE

This certification is required by the Federal Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, 41 U.S.C. 701, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668 and 682), Department of Health and Human Services (45 CFR Part 76).

The undersigned subcontractor certifies it will provide a drug-free workplace by:

Publishing a policy Proposal notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;

Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the subcontractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed on employees for drug violations in the workplace;

Providing each employee with a copy of the subcontractor's policy Proposal;

Notifying the employees in the subcontractor's policy Proposal that as a condition of employment under this subcontract, employees shall abide by the terms of the policy Proposal and notifying the subcontractor in writing within five days after any conviction for a violation by the employee of a criminal drug abuse statute in the workplace;

Notifying the Board within ten (10) days of the subcontractor's receipt of a notice of a conviction of any employee; and,

Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requires such employee to participate in a drug abuse assistance or rehabilitation program.

Name of Organization/Contractor(s):

\_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_



Date: \_\_\_\_\_

**ATTACHMENT VI: DISCLOSURE OF CONFLICT OF INTEREST**  
**CERTIFICATION REGARDING DISCLOSURE OF CONFLICT OF INTEREST**

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

“No employee of the contractor, no member of the contractor’s governing board or body, and no person who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall participate in any decision relating to this contract which affects his/her personal pecuniary interest.

Executives and employees of contractor shall be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering the contract, shall exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for the contractor to conduct business with a friend or associate of an executive or employee of the contractor, an elected official in the area or a member of the North Central Texas Council of Governments, a permanent record of the transaction shall be retained.

Any executive or employee of the contractor, an elected official in the area or a member of the NCTCOG, shall not solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by contractor or Department. Supplies, tools, materials, equipment or services purchased with contract funds shall be used solely for purposes allowed under this contract. No member of the NCTCOG shall cast a vote on the provision of services by that member (or any organization which that member represents) or vote on any matter which would provide a direct or indirect financial benefit to the member or any business or organization which the member directly represents”.

No officer, employee or paid consultant of the contractor is a member of the NCTCOG.

No officer, manager or paid consultant of the contractor is married to a member of the NCTCOG.

No member of NCTCOG directly owns, controls or has interest in the contractor.

The contractor has disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest.

No member of the NCTCOG receives compensation from the contractor for lobbying activities as defined in Chapter 305 of the Texas Government Code.

Should the contractor fail to abide by the foregoing covenants and affirmations regarding conflict of interest, the contractor shall not be entitled to the recovery of any costs or expenses incurred in relation to the contract and shall immediately refund to the North Central Texas Council of Governments any fees or expenses that may have been paid under this contract and shall further be liable for any other costs incurred or damages sustained by the NCTCOG as it relates to this contract.

Name of Organization/Contractor(s):

\_\_\_\_\_

Signature of Authorized Representative:

\_\_\_\_\_



Date: \_\_\_\_\_

# CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

## OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

\_\_\_\_\_  
Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a-1), excluding gifts described in Section 176.003(a-1).

7

Signature



\_\_\_\_\_  
Governmental entity

\_\_\_\_\_  
Date



## **CONFLICT OF INTEREST QUESTIONNAIRE**

### **For vendor doing business with local governmental entity**

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

**Local Government Code § 176.001(1-a):** "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

**Local Government Code § 176.003(a)(2)(A) and (B):**

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

\*\*\*  
(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

**Local Government Code § 176.006(a) and (a-1)**

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

## ATTACHMENT VII: CERTIFICATION OF FAIR BUSINESS PRACTICES

That the submitter has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The submitter further affirms that no officer of the submitter has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative during the preceding year.

Name of Organization/Contractor(s):

---

Signature of Authorized Representative:

---

A handwritten signature in black ink, appearing to be "Jim ML", is written on a light yellow rectangular background.

Date: \_\_\_\_\_

**ATTACHMENT VIII: CERTIFICATION OF GOOD STANDING  
TEXAS CORPORATE FRANCHISE TAX CERTIFICATION**

Pursuant to Article 2.45, Texas Business Corporation Act, state agencies may not contract with for profit corporations that are delinquent in making state franchise tax payments. The following certification that the corporation entering into this offer is current in its franchise taxes must be signed by the individual authorized on Form 2031, Corporate Board of Directors Resolution, to sign the contract for the corporation.

The undersigned authorized representative of the corporation making the offer herein certified that the following indicated Proposal is true and correct and that the undersigned understands that making a false Proposal is a material breach of contract and is grounds for contract cancellation.

Indicate the certification that applies to your corporation:

\_\_\_\_\_ The Corporation is a for-profit corporation and certifies that it is not delinquent in its franchise tax payments to the State of Texas.

\_\_\_\_\_ The Corporation is a non-profit corporation or is otherwise not subject to payment of franchise taxes to the State of Texas.

Type of Business (if not corporation):                      ☐      Sole Proprietor

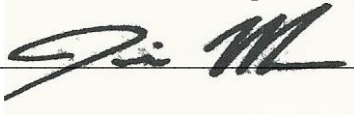
☐      Partnership

☐      Other

Pursuant to Article 2.45, Texas Business Corporation Act, the North Central Texas Council of Governments reserves the right to request information regarding state franchise tax payments.

\_\_\_\_\_  
(Printed/Typed Name and Title of Authorized Representative)

Signature

A handwritten signature in black ink, appearing to be "Jim M.", is written over a horizontal line. The signature is stylized and cursive.

Date: \_\_\_\_\_ 10-09-2024

**ATTACHMENT IX: HISTORICALLY UNDERUTILIZED BUSINESSES,  
MINORITY OR WOMEN-OWNED OR DISADVANTAGED BUSINESS ENTERPRISES**

Historically Underutilized Businesses (HUBs), minority or women-owned or disadvantaged businesses enterprises (M/W/DBE) are encouraged to participate in the solicitation process.

NCTCOG recognizes the certifications of most agencies. HUB vendors must submit a copy of their certification for consideration during the evaluation of their proposal. Please attach the copy to this form. This applies only to the Offeror and not a subcontractor.

Texas vendors who are not currently certified are encouraged to contact either the Texas United Certification Program, State of Texas HUB Program, or the North Central Texas Regional Certification Agency, among others. Contact:

State of Texas HUB Program  
Texas Comptroller of Public Accounts  
Lyndon B. Johnson State Office Building  
111 East 17th Street  
Austin, Texas 78774  
(512) 463-6958  
<http://www.window.state.tx.us/procurement/prog/hub/>

North Central Texas Regional Certification Agency  
624 Six Flags Drive, Suite 100  
Arlington, TX 76011  
(817) 640-0606  
<http://www.nctrca.org/certification.html>

Texas United Certification Program  
USDOT website at  
<https://www.transportation.gov/DBE>

**You must include a copy of your certification document as part of this solicitation to receive points in the evaluation.**

**Vendor to Sign Below to Attest to Validity of Certification:**

Vendor Name

Authorized Signature

Typed Name

Date

**Advanced Diving Services Inc. is NOT a HUB certified business**



**ATTACHMENT X: NCTCOG FEDERAL AND STATE OF TEXAS  
REQUIRED PROCUREMENT PROVISIONS**

**The following provisions are mandated by Federal and/or State of Texas law. Failure to certify to the following will result in disqualification of consideration for contract. Entities or agencies that are not able to comply with the following will be ineligible for consideration of contract award.**

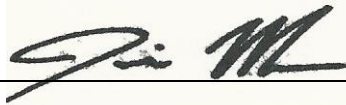
**PROHIBITED TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT  
CERTIFICATION**

This Contract is subject to the Public Law 115-232, Section 889, and 2 Code of Federal Regulations (CFR) Part 200, including §200.216 and §200.471, for prohibition on certain telecommunications and video surveillance or equipment. Public Law 115-232, Section 889, identifies that restricted telecommunications and video surveillance equipment or services (e.g., phones, internet, video surveillance, cloud servers) include the following:

- A) Telecommunications equipment that is produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliates of such entities).
- B) Video surveillance and telecommunications equipment produced by Hytera Communications Corporations, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliates of such entities).
- C) Telecommunications or video surveillance services used by such entities or using such equipment.
- D) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, Director of the National Intelligence, or the Director of the Federal Bureau of Investigation reasonably believes to be an entity owned or controlled by the government of a covered foreign country. The entity identified below, through its authorized representative, hereby certifies that no funds under this Contract will be obligated or expended to procure or obtain telecommunication or video surveillance services or equipment or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system prohibited by 2 CFR §200.216 and §200.471, or applicable provisions in Public Law 115-232 Section 889.

☐ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON: \_\_\_\_\_



NAME OF AUTHORIZED PERSON: \_\_\_\_\_

NAME OF COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of 2 CFR §200.216 and §200.471, or applicable regulations in Public Law 115-232 Section 889.

SIGNATURE OF AUTHORIZED PERSON: \_\_\_\_\_

NAME OF AUTHORIZED PERSON: \_\_\_\_\_

NAME OF COMPANY: \_\_\_\_\_

DATE: \_\_\_\_\_

## DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

This contract is subject to the Texas Local Government Code chapter 2274, Subtitle F, Title 10, prohibiting contracts with companies who discriminate against firearm and ammunition industries.

TLGC chapter 2274, Subtitle F, Title 10, identifies that “discrimination against a firearm entity or firearm trade association” includes the following:

- A) means, with respect to the entity or association, to:
- I. refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; and
  - II. refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or
  - III. terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.
- B) An exception to this provision excludes the following:
- I. contracts with a sole-source provider; or
  - II. the government entity does not receive bids from companies who can provide written verification.

The entity identified below, through its authorized representative, hereby certifies that they have no practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and that they will not discriminate during the term of the contract against a firearm entity or firearm trade association as prohibited by Chapter 2274, Subtitle F, Title 10 of the Texas Local Government Code.

☐ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 2274, Subtitle F, Title 10.

SIGNATURE OF AUTHORIZED  
PERSON:



NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

-OR-

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 2274, Subtitle F, Title 10.

SIGNATURE OF AUTHORIZED  
PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

## BOYCOTTING OF CERTAIN ENERGY COMPANIES

This contract is subject to the Texas Local Government Code chapter 809, Subtitle A, Title 8, prohibiting contracts with companies who boycott certain energy companies.

TLGC chapter Code chapter 809, Subtitle A, Title 8, identifies that “boycott energy company” means, without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company:

- I. engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law; and
- II. does business with a company described by paragraph (I).

The entity identified below, through its authorized representative, hereby certifies that they do not boycott energy companies, and that they will not boycott energy companies during the term of the contract as prohibited by Chapter 809, Subtitle A, Title 8 of the Texas Local Government Code.

☐ The Contractor or Subrecipient hereby certifies that it does comply with the requirements of Chapter 809, Subtitle A, Title 8.

SIGNATURE OF AUTHORIZED PERSON:



NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

**-OR-**

☐ The Contractor or Subrecipient hereby certifies that it cannot comply with the requirements of Chapter 809, Subtitle A, Title 8.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

## EXHIBIT 1: CATEGORIES OFFERED AND PRICING PROPOSAL

**Place select each category you are offering in your proposal:**

- \_\_\_\_\_ Service Category #1: Water Storage Tank Inspection Services
- \_\_\_\_\_ Service Category #2: Water Storage Tank Cleaning Services
- \_\_\_\_\_ Service Category #3: Other Ancillary Goods or Services

### **Proposed Contractual Discounts on Pricing for Categories Offered**

For each of the categories you selected above, provide your proposed **discount** off your list price on the attached *Bid Price Worksheet*. You may offer tiers of discounts based on the different bid items or the sale quantity.

### **Current Published Price List for Items Offered**

For each of the bid items you wish to offer, please provide the current published list price. Please attach this information to your proposal on a separate sheet or via a weblink. Please match the Category item number from the Bid Price Worksheet to the matching item on your current published price list.

**NOTE: The current price list will NOT be a part of your contractual obligation and may be modified at your discretion during the term of any contract that is awarded to you. You are however requested to provide us with an updated version of the current price list whenever it is updated. Only the percentage discount is contractually obligated.**

The Respondent shall furnish a total cost pricing model for this RFP pursuant to the guidance provided in Section 5.11. Please delineate pricing based upon Service Category. Using as many pages as necessary, label your pricing proposal as “Exhibit 1 – Pricing”.

Pricing responses are encouraged to be as descriptive as possible. Additionally, Respondents are encouraged to provide an additional not to exceed hourly rate of each staff member for any future projects otherwise not anticipated by this RFP at this time.

Offerors have two options for completing Exhibit 1 – Bid Price Worksheet:

1. Complete the Bid Price Worksheet form included within this document.
2. Complete the optional Exhibit 1 Excel file attachment provided.

Regardless of the option selected, Exhibit 1 – Bid Price Worksheet must be included in your response.

## EXHIBIT 1 - BID PRICE WORKSHEET

<b>Service Category #1: Water Storage Tank Inspection Services</b> <b>Catalog and/or Pricelist MUST be included, or proposal will not be considered.</b>		
Item	Description	% Discount off Current List
1	State % Discount off catalog/pricelist for Water Storage Tank Inspection Services described in Section 5. Specifications	
	Bidder Notes:	
<b>Service Category #2: Water Storage Tank Cleaning Services</b> <b>Catalog and/or Pricelist MUST be included, or proposal will not be considered.</b>		
Item	Description	% Discount off Current List
2	State % Discount off catalog/pricelist for Water Storage Tank Cleaning Services described in Section 5. Specifications	
	Bidder Notes:	
<b>Service Category #3: Other Ancillary Goods or Services</b> <b>Catalog and/or Pricelist MUST be included, or proposal will not be considered.</b>		
Item	Description	% Discount off Current List
3	State % Discount off catalog/pricelist for proposed services. Describe Below:	

## EXHIBIT 2: SAMPLE MARKET BASKET FORM

For the items listed in this MARKET BASKET WORKSHEET, please enter your current unit price for the items listed.  
**This form is for evaluation purposes only and will not be part of any awarded contract.**

Offerors have two options for completing Exhibit 2 –Market Basket Form:

3. Complete the market basket form included within this document.
4. Complete the optional Exhibit 2 Excel file attachment provided.

Regardless of the option selected, Exhibit 2 Market Basket Form must be included in your response.

**\* NOTE: These are hypothetical examples and do NOT represent an actual job to be performed. \***

Market Basket Form for RFP 2024-135							
Service Category #1: Water Storage Tank Inspection Services							
Item #	Item Description	Unit of Measure	Quantity	Unit List Price	% Discount	Unit Net Price After Discount	TOTAL
Annula TCEQ Inspection - Includes all labor, tools, equipment, materials, supplies and incidentals for Water Storage Tank Inspection Services as outlined in Section 5: Specifications Location: 616 Six Flags Drive, Arlington, TX							
1	3 MG Ground Water Storage Tank	EACH	2				
2	6 MG Ground Water Storage Tank	EACH	3				
3	1 MG Hydropillar Elevated Water Storage Tank	EACH	1				
4	2 MG Hydropillar Elevated Water Storage Tank	EACH	3				
Service Category #2: Water Storage Tank Cleaning Services							
Item #	Item Description	Unit of Measure	Quantity	Unit List Price	% Discount	Unit Net Price After Discount	TOTAL
Includes all labor, tools, equipment, materials, supplies and incidentals for Water Storage Tank Cleaning Services as outlined in Section 5: Specifications							
5	3 MG Ground Water Storage Tank	EACH	2				
6	6 MG Ground Water Storage Tank	EACH	3				
7	1 MG Hydropillar Elevated Water Storage Tank	EACH	1				
8	2 MG Hydropillar Elevated Water Storage Tank	EACH	3				
	OVERALL SUBTOTAL						

**Without specific tank dimensions it is not possible to provide a valid cost as outlined in this form.**

**Advanced Diving Services has provided a cost breakdown that applies to relative to type and size in our itemized services proposal.**

### EXHIBIT 3: SERVICE DESIGNATION AREAS

	<b>Texas Service Area Designation or Identification</b>		
<b>Proposing Firm Name:</b>	<b>Advanced Diving Services Inc.</b>		
<b>Notes:</b>	<b>Indicate in the appropriate box whether you are proposing to service the entire state of Texas</b>		
	Will service the entire state of Texas	Will not service the entire state of Texas	
	<b>If you are not proposing to service the entire state of Texas, designate on the form below the regions that you are proposing to provide goods and/or services to. By designating a region or regions, you are certifying that you are willing and able to provide the proposed goods and services.</b>		
<b>Item</b>	<b>Region</b>	<b>Metropolitan Statistical Areas</b>	<b>Designated Service Area</b>
1.	North Central Texas	16 counties in the Dallas-Fort Worth Metropolitan area	
2.	High Plains	Amarillo Lubbock	
3.	Northwest	Abilene Wichita Falls	
4.	Upper East	Longview Texarkana, TX-AR Metro Area Tyler	
5.	Southeast	Beaumont-Port Arthur	
6.	Gulf Coast	Houston-The Woodlands-Sugar Land	
7.	Central Texas	College Station-Bryan Killeen-Temple Waco	
8.	Capital Texas	Austin-Round Rock	
9.	Alamo	San Antonio-New Braunfels Victoria	
10.	South Texas	Brownsville-Harlingen Corpus Christi Laredo McAllen-Edinburg-Mission	
11.	West Texas	Midland Odessa San Angelo	
12.	Upper Rio Grande	El Paso	

(Exhibit 3 continued on next page)

Nationwide Service Area Designation or Identification Form							
<b>Proposing Firm Name:</b>							
<b>Notes:</b>	<p><b>Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States.</b></p> <table border="1"> <tr> <td>Will service all fifty (50) states</td> <td>Will not service fifty (50) states</td> </tr> <tr> <td></td> <td></td> </tr> </table> <p><b>If you are not proposing to service to all fifty (50) states, then designate on the form below the states that you will provide service to. By designating a state or states, you are certifying that you are willing and able to provide the proposed goods and services in those states.</b></p> <p><b>If you are only proposing to service a specific region, metropolitan statistical area (MSA), or City in a State, then indicate as such in the appropriate column box.</b></p>			Will service all fifty (50) states	Will not service fifty (50) states		
Will service all fifty (50) states	Will not service fifty (50) states						
<b>Item</b>	<b>State</b>	<b>Region/MSA/City (write "ALL" if proposing to service entire state)</b>	<b>Designated as a Service Area</b>				
1.	Alabama						
2.	Alaska						
3.	Arizona						
4.	Arkansas						
5.	California						
6.	Colorado						
7.	Connecticut						
8.	Delaware						
9.	Florida						
10.	Georgia						
11.	Hawaii						
12.	Idaho						
13.	Illinois						
14.	Indiana						
15.	Iowa						
16.	Kansas						
17.	Kentucky						
18.	Louisiana						
19.	Maine						
20.	Maryland						



21.	Massachusetts		
22.	Michigan		
23.	Minnesota		
24.	Mississippi		
25.	Missouri		
26.	Montana		
27.	Nebraska		
28.	Nevada		
29.	New Hampshire		
30.	New Jersey		
31.	New Mexico		
32.	New York		
33.	North Carolina		
34.	North Dakota		
35.	Ohio		
36.	Oregon		
37.	Oklahoma		
38.	Pennsylvania		
39.	Rhode Island		
40.	South Carolina		
41.	South Dakota		
42.	Tennessee		
43.	Texas		
44.	Utah		
45.	Vermont		
46.	Virginia		
47.	Washington		
48.	West Virginia		
49.	Wisconsin		
50.	Wyoming		

End of Exhibit 3



## *Advanced Diving Services, Inc.®*

### **Commercial Diving Services – New Harmony, UT**

PHONE 866-237-3483 – FAX 435-359-5117

[www.advanceddiving.com](http://www.advanceddiving.com)

[info@advanceddiving.com](mailto:info@advanceddiving.com)

Name of Company:	<b>Advanced Diving Services Inc.</b>
Cage Code:	<b>1XNH9</b>
DUNS Number:	<b>06-652-7750</b>
Physical Address:	<b>896 E. 400 S., New Harmony, UT 84757</b>
Mailing Address:	<b>572 Belmont Dr., St. George, UT 84790</b>
Point of Contact:	<b>Kevan Adams</b>
Phone Number:	<b>866-237-3483</b>
Web Address:	<b><a href="http://www.advanceddiving.com">www.advanceddiving.com</a></b>
Email:	<b><a href="mailto:info@advanceddiving.com">info@advanceddiving.com</a></b>
CA Public Works Registration #	<b>PW-LR-1001126875</b>
WA Contractors Registration:	<b>ADVANDS817P3</b>
WA UBI#	<b>602-745-191</b>

### **Commercial Diving and Inspection Credentials**

Advanced Diving Services Inc. (ADS) specializes in the cleaning, inspection, maintenance and repair of water storage tanks and open reservoirs, reservoir intake structures, trash racks and dams, by divers or by ROV. ADS was founded in 2000 and has consistently been working to keep water storage reservoirs in the Western United States, clean, safe and in good order. We employ NACE coating inspectors and ADCI certified commercial divers, our training and certifications include:

#### **Trained and Qualified In:**

Air Diving  
Mixed Gas Diving  
ROV Operation & Maintenance

Underwater Welding/Burning  
Diving Equipment Maintenance  
Construction Rigging  
Hyperbaric Chamber Operations

#### **Certifications In:**

Commercial Diving  
Offshore Safety & Survival  
Red Cross CPR and First Aid  
Hazardous Materials Incident  
Response Operations  
YMCA Advanced Scuba  
MSHA Certification

Nuclear Quality Assurance  
Magnetic Particle – Levels I & II  
Ultrasonics – Levels I & II  
Rope Access Technician – Level I  
Liquid Penetrant – Levels I & II  
Chevron Riggers Endorsement  
NACE Certified Inspector

(James Nilsson) Army Corps of Engineers Construction Quality Management  
Member of the Association of Diving Contractors International

- **Professionally, commercially trained** - Military dive school (minimum level: second class diving course) or an Association of Commercial Diving Educators (ACDE) accredited dive school (Minimum: 625 hours of formal instruction)
- **OSHA compliant** - Works in a minimum 3-man crew as a commercial diver as per OSHA Standard 29 CFR 1910 subpart T
- **Coast Guard compliant** when working in both inland navigable waters and off- shore
- **American National Standards Institute (ANSI) compliant** for commercial diving meeting minimum competency standards
- **Meet Industry Standards** - Association of Diving Contractors International (ADCI) commercial diver certifications
- **Insured** with general liability insurance and workers compensation which specifically covers commercial diving
- **Trained** to work in confined-space environments
- **Qualified** as professional commercial divers

#### **ADVANCED DIVING SERVICES INC. is:**

Contractor for UNDERWATER INSPECTION AND MAINTENANCE SERVICES with:

*United States Department of Energy  
United States Air Force  
National Parks Service  
NASA Kennedy Space Center CA Rehabilitation  
NV Spring Creek Water, Spring Creek Dam  
UT Rocky Mountain Power, Connelville Reservoir UT  
Division of Wildlife Resources  
UT Parks Department  
WA State Parks Service  
WA Department of Corrections*

#### **Federal Government References**

**Joint Base Lewis McCord**  
POC Nathan Shelton  
2015-2020 DPW Engineering, COR, PM  
Phone: 253-966-1724  
E-Mail: [nathan.b.shelton.civ@mail.mil](mailto:nathan.b.shelton.civ@mail.mil)  
Contract Period 2015-2023

Water Reservoir Inspection, Cleaning  
Maintenance 23+ base reservoirs

National Securities Technologies  
Reservoirs

**Nellis Air Force Base**

P.O. Box 98521

M/S CF018 Las

Vegas, NV

**Ray Shockley (702) 295-8076**

[SHOCKLRE@nv.doe.gov](mailto:SHOCKLRE@nv.doe.gov)

Clean and Inspect Base Water

Contract Period: 2007-2020

## **CALIFORNIA REFERENCES**

**Bella Vista Water District CA**

11368 E Stillwater Way Redding, CA 96003

**John Dowdy**

**Distribution Superintendent 530-241-1085 ext. 119**

[jdowdy@bvwd.org](mailto:jdowdy@bvwd.org)

Clean and Inspect 3 Potable Water Reservoirs for the city in 2020. 2023

(1) 4 MG, (1) 1 MG, (1) 200K Reservoir

**Camp Roberts CA**

Military Department

HWY 101, Building 3024

Camp Roberts, CA 93451-5000

Steven Drayton

Chief of Plant Operations II

Department of Public Works

Office: 805-238-8495

[steven.m.drayton.nfg@army.mil](mailto:steven.m.drayton.nfg@army.mil)

Clean and Inspect (3) Potable Water Reservoirs in 2022

**Western Municipal Water District**

14205 Meridian Parkway

Riverside, CA

**Tom Tabor (951) 306-9060**

[ttabor@wmwd.com](mailto:ttabor@wmwd.com)

Clean and Inspect (4) potable water reservoirs in 2020, 2021

(1) 11 MG, (1) 13 MG (2) 5 MG

## **TEXAS REFERENCES**

County Line Special Utility District  
8870 Camino Real  
Uhland, TX 78640

Point of Contact:  
Doug Schnautz  
512-738-2079  
doug@clsud.com

Cleaning and Inspection of Potable Water Reservoirs 2022-2024

## **Key Personnel**

James Nilsson founded Advanced Diving Services in April of 2000. He is currently the president and chief operations executive. He has 30 years' experience in the inland commercial diving business as a diver and executive. He knows the business inside and out. Our primary focus is on potable water reservoir maintenance.

Kevan Adams has been the office manager for the company for the last 12 years and comes to the field with a background of construction, and contract management.

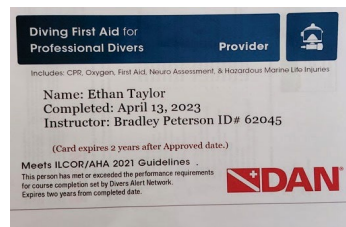
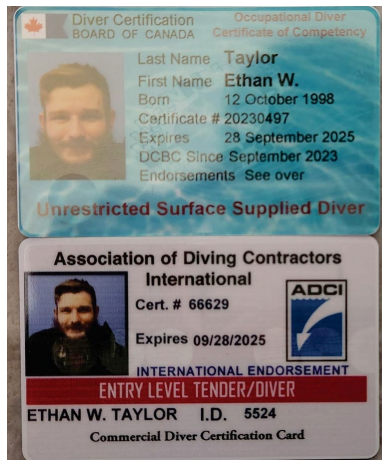
Kelly Allen is our lead crew supervisor and has been with Advanced Diving for 8 years.

Our proposed crew credentials looks like this:

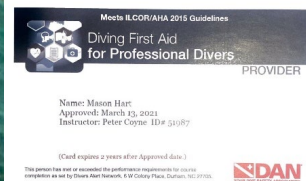
## Proposed Team



Dive Supervisor (Mr. Allen has 8 years' experience with Advanced Diving Services).



Diver/Tender: Mr. Ethan Taylor joined our team in 2023.



Diver/Tender: Mr. Hart joined our team in 2024 after a history of commercial diving construction work.

All team members have First Aid and Dive Physicals on an ongoing basis.

**From:** [Kevan Adams](#)  
**To:** [Elisa Littrell](#)  
**Subject:** Re: WATER STORAGE TANK INSPECTION & CLEANING SERVICES RFP NO. 2024-135  
**Date:** Tuesday, October 22, 2024 3:00:17 PM  
**Attachments:** [image001.png](#)  
[image002.png](#)

Yes, there is no % discount across the board except for a 2% discount for invoices paid within 10 days of the invoice date.

We can offer discounts for grouping tank cleaning and inspections together in one mobilization, based on grouping by size and type to make efficient use of a day's labor, but this requires a list of proposed tank types and dimensions to calculate.

For example, we may be able to clean and inspect (1) 50' diameter x 25' tall tank, and (1) 60' diameter by 24' tall tank, in close proximity, for the cost of a single tank of similar size (a proposed 50% discount for the pair). Unfortunately, this is not a discount that can be given as a percentage in an itemized list of services and costs.

On Tue, Oct 22, 2024 at 11:58 AM Elisa Littrell <[ELittrell@nctcog.org](mailto:ELittrell@nctcog.org)> wrote:

Good afternoon, Kevan,

The North Central Texas Council of Governments would like to thank you for submitting a proposal for the above referenced project. Can you please confirm that your company is proposing a 0% discount as listed in Exhibit 1 for the services proposed.

EXHIBIT 1 - BID PRICE WORKSHEET		
Service Category #1: Water Storage Tank Inspection Services		
Catalog and/or Pricelist MUST be included, or proposal will not be considered.		
Item	Description	% Discount off Current List
1	State % Discount off catalog/pricelist for Water Storage Tank Inspection Services described in Section 5. Specifications	-0-
	Bidder Notes:	
Service Category #2: Water Storage Tank Cleaning Services		
Catalog and/or Pricelist MUST be included, or proposal will not be considered.		
Item	Description	% Discount off Current List
2	State % Discount off catalog/pricelist for Water Storage Tank Cleaning Services described in Section 5. Specifications	-0-
	Bidder Notes:	
Service Category #3: Other Ancillary Goods or Services		
Catalog and/or Pricelist MUST be included, or proposal will not be considered.		
Item	Description	% Discount off Current List
3	State % Discount off catalog/pricelist for proposed services. Describe Below:	-0-

Thank you,

Elisa (Lisa) Littrell, NIGP-CPP, CPPO, CPPB

Purchasing Agent – [TXShare](#)



North Central Texas Council of Governments

Office: 817-704-5674

Cell: 214-578-1375



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**From:** Kevan Adams <[office@advanceddiving.org](mailto:office@advanceddiving.org)>

**Sent:** Wednesday, October 16, 2024 2:04 PM

**To:** Elisa Littrell <[ELittrell@nctcog.org](mailto:ELittrell@nctcog.org)>

**Subject:** WATER STORAGE TANK INSPECTION & CLEANING SERVICES RFP NO. 2024-135

Alisa,

Just in case the public purchase bid has a glitch.

--

Kevan Adams

Office Manager

Advanced Diving Services Inc.

866-237-3483

**North Central Texas Council of Governments**  
Tabulation Report RFP #2024-135 - Water Storage Tank Inspection &  
Cleaning Services  
Vendor: Advanced Diving Services, Inc.

**General Comments:**

**General Attachments:** 24-270 TXshare TX Consulting Agreement 2024-135.pdf  
ADS-2024 TX Share References.pdf