

REQUEST FOR PROPOSALS

For

Biosolid Recycling and Related Treatment Plant ServicesRFP # 2024-099

Sealed proposals will be accepted until 2:00 PM CT, October 16, 2024, and then publicly opened and read aloud thereafter.

Renda Environmental, Inc.		
Legal Name of Proposing Firm		
Corey Wells	CFO	
Contact Person for This Proposal	Title	
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Contact Person Telephone Number	Contact Person E-Mail Address	
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Street Address of Principal Place of Business	City/State	Zip
522 Benson Lane	Roanoke, TX	76262
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Corey Wells	CFO	
Point of Contact for Contract Negotiations	Title	
817.707.4770	cwells@rendanenvironmental.com	
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

SECTION 1: OVERVIEW

1.0 PURPOSE

The North Central Texas Council of Governments ("NCTCOG") seeks an experienced vendor or vendors to provide the goods or services described herein to the members of its TXShare Cooperative Purchasing Program ("TXShare"). The awarded contracts will be promoted via TXShare. The purpose of this Request for Proposals is to solicit responses that result in a contract with one or more vendor(s) that are qualified to provide one or more categories of the goods or services.

The desired service categories are as listed below:

Service Category #1: Sludge Hauling Services Service Category #2: Land Application Services Service Category #3: Composting Services

Service Category #4: Lagoon Mapping, Surveying and Cleaning Services

Service Category #5: Heat Drying and Pelletizing Services Service Category #6: Stormwater/Freshwater Pond Services Service Category #7: Digester and Tank Cleaning Services Service Category #8: Other Related Services Not Listed

1.0.1 Definitions:

- "RFP" or "solicitation" this Request for Proposals document;
- "Vendor" interested business;
- "You" or "Offeror" vendor responding with a proposal;
- "Contractor" Offeror awarded a contract;
- "Governmental Entity" a government agency or non-profit organization;
- "Customer" a governmental entity.

1.0.2 Outcome

The desired outcome of this RFP is for NCTCOG to enter into a Master Services Agreement ("MSA") with one or more Contractors to supply municipalities, counties, school districts and other governmental agencies ("Customer", "Government Entity") with assistance to obtain the described services from fully licensed vendors authorized to do business in the locations selected on Exhibit 3.

The North Central Texas Council of Governments intends to award Contracts through its TXShare purchasing cooperative to multiple Contractors. Members of TXShare ("Customer" or "Member") will have the option to utilize these contracts to fulfill their needs. The contract award does not guarantee any specific number of sales to any firm awarded under this contract. The goods or services will be provided on an as needed basis. There are no scheduled orders at this time, but there is the expectation that needs will arise among the various Customers of the TXShare cooperative. Vendors awarded contracts will be uniquely positioned to market their products to the Customers. Each Customer will negotiate their own orders on an as needed basis.

SECTION 2: TXSHARE COOPERATIVE PURCHASING PROGRAM

2.0 BENEFITS OF A COOPERATIVE PURCHASING PROGRAM

2.0.1 <u>How Does a Cooperative Purchasing Program Work?</u>

A government cooperative purchasing program, such as TXShare, is a cooperative arrangement for acquiring goods or services that involves aggregating the demand of two or more government agencies to obtain a more economical purchase.

Government entities (cities, counties, water districts, school districts, etc.) sign up as members to use cooperative purchasing programs through a cooperative purchasing agreement. Additionally, non-profit organizations are allowed to sign up as members.

2.0.2 <u>How Does a Government Entity Benefit?</u>

Cooperatives help government agencies find the right goods and services that best fits their need and expedite purchases without requiring additional solicitations (RFP or IFB) to comply with laws and regulations.

TXShare uses the North Central Texas Council of Governments ("NCTCOG") as the lead public entity to publicly solicit and award contracts through a Request for Proposal ("RFP") process. TXShare members are eligible to access these contracts by signing an intergovernmental agreement with the NCTCOG, thereby eliminating the need to complete their own RFP process.

Membership in the TXShare cooperative purchasing program provides the agencies with access to contracts for goods and services at pre-negotiated rates or prices. Typically, the entity member then purchases the goods or services by negotiating with the cooperative's awarded vendors and places purchase orders, or enters into sub-agreements, based on the rates or prices listed in the cooperative purchasing program's contracts.

2.0.3 <u>How Does A Vendor Benefit?</u>

A Request for Proposal (RFP) such as this one is a document that competitively solicit bids from potential vendors for goods or services. The lead public entity (NCTCOG) is an independent government entity that carries out the advertising and bid procedures required by state law.

All of TXShare's contracts are competitively bid and publicly awarded through this process. NCTCOG prepares the RFP incorporating the required cooperative purchasing language that allows its entity members across the nation to utilize the awarded contract(s).

Vendors respond to the RFP by submitting their proposals. NCTCOG evaluates the responses and awards a Master Services Agreement for the TXShare cooperative, thus establishing the availability for nationwide use of the resulting contracts.

Vendors who successfully compete in the RFP process and are awarded a contract will market to any public entity or non-profit and can then forgo the RFP process for an individual entity.

When marketing to a customer, the awarded vendor can provide a quote to the customer for its unique needs based on the pricing, terms and conditions of its contracts. For a vendor, being awarded a cooperative contract can help shorten the sales cycles considerably. This is especially beneficial for smaller firms, like startups, that may not otherwise be able to access the government market.

2.0.4 Mutual Benefits

Performing a competitive bidding process typically takes often in excess of 90 days to create the RFP solicitation, collect and evaluate proposals, then negotiate and award the contract. Reducing the amount of time that purchasing staff spend managing new solicitations and generating new contracts, especially for goods or services that don't require too much customization, saves months of administrative time and effort. Reducing the need to respond to every bid process and market directly to the customer saves time and

money as well as is an "ace in the hole" for a vendor when closing the sale on its goods or services covered by a cooperative contract. Smaller governments customers can achieve price-saving advantages from purchasing off a cooperative program with greater purchasing power.

Note: There is no obligation on the part of any Customer to purchase goods or services through the awarded contracts nor is there any guarantee, implied or otherwise, that the awarded contractor(s) will make any sales based on this solicitation.

2.1 NCTCOG OVERVIEW

The North Central Texas Council of Governments is a voluntary association of, by, and for local governments and was established to assist local governments in planning for common needs, cooperating for mutual benefit and coordinating for sound regional development.

NCTCOG serves a 16-entity metropolitan region surrounding the cities of Dallas and Fort Worth. Currently the Council has 236 members, including 16 counties, 168 cities, 23 independent school districts, and 29 special districts. The area of the region is approximately 12,800 square miles, which is larger than nine states, and the population of the region is over 7.0 million, which is larger than 30 states.

NCTCOG's governing structure is as follows: each member government appoints a voting representative from their governing body. These voting representatives make up the General Assembly, which annually elects a 17-member Executive Board. The Board also includes one ex-officio non-voting member of the legislature. The Executive Board is supported by policy development, technical advisory, and study committees, as well as a professional staff.

2.2 TXSHARE PROGRAM EXPLANATION

NCTCOG intends to make the contract awarded from this solicitation available to other public entities through TXShare. By promoting their TXShare contract(s) to public entities, contractors reduce the need to repeatedly respond to public customer bids or requests for proposals. The contractor then realizes substantial efficiencies that will increase sales opportunities. Contractors agree to pay an administrative fee to TXShare calculated as a percentage of sales processed through the TXShare contracts awarded and held by the contractor. This administrative fee is not an added cost to be invoiced by the contractor to TXShare participants. This administrative fee covers the costs of contract marketing and facilitation incurred by TXShare.

Under the TXShare program, any public customer or non-profit can use the TXShare contract and its selected contractor(s) to make purchases necessary to pursue their own needs. Offerors awarded a contract under the TXShare program may offer their services nationwide if they desire to do so. The TXShare contract offers a unique advertising advantage to a contractor to promote its services, as the contract satisfies most public entities' procurement requirements.

2.3 CONTRACT MANAGEMENT AND REPORTING

The contractor will be required to track and report to NCTCOG its TXShare sales activities relating to the master contract. The contractor will be required to provide management reports on a quarterly basis. Examples of management report data include, but are not limited to:

• Participating public customer's name; pricing option chosen; total fee charged. NCTCOG and contractor will agree to form and content of reports after award of contract.

2.4 ADMINISTRATIVE FEE

TXShare will collect an administrative fee, in the form of a percentage of sales, that will apply to all sales between the contractor and public entities using the cooperative program awarded contract. NCTCOG is included as a public entity customer as it may also make purchases through the contract. The administrative fee will be remitted by the contractor to NCTCOG on a quarterly basis, along with required quarterly reporting. The administration fee for this program will be 2% of sales.

2.5 INTERLOCAL AGREEMENT

Governmental entities are extended the opportunity to purchase from contracts awarded by the NCTCOG TXShare purchasing cooperative by virtue of an interlocal agreement between the entity and NCTCOG. However, all parties

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understand, and all parties hereby expressly agree, that the NCTCOG is not an agent of, partner to or representative of those government entities and that NCTCOG is not obligated or liable for any action or debts that arise out of the government customer's purchase.

2.6 STANDARD TERMS AND CONDITIONS

The NCTCOG Procurement Standard Terms and Conditions can be found at www.nctcog.org in the "Open Procurement" section, or by clicking here. Proposers shall certify its compliance with these requirements as part of their proposal response by completing the certifications included with the RFP document "Attachments" section. Failure to submit the required certification statement may be grounds for finding the proposal nonresponsive.

SECTION 3: GENERAL INFORMATION

3.0 CONTRACT INTENT

NCTCOG intends to contract with one or more qualified Offeror(s) based upon the qualifications of the Offeror and the categories of goods or services they are able to provide. However, NCTCOG anticipates exploring any viable alternative for providing these goods or services and may decide, after reviewing the proposals submitted, to reject all proposals and not to enter into any agreement.

3.1 ADMINISTRATIVE GUIDANCE

The information provided herein is intended to assist vendors in the preparation of proposals necessary to properly respond to this solicitation. The solicitation is designed to provide interested vendors with sufficient basic information to submit proposals meeting minimum requirements but is not intended to limit a submission's content or to exclude any relevant or essential data there from. You are at liberty and are encouraged to expand upon the specifications to give additional evidence of your ability to provide the services requested in this solicitation.

3.2 ADDENDA

Addenda to this solicitation will be made available to vendors of record by posting the addenda on the Public Purchase website. A "vendor of record" is defined as a vendor who has downloaded the solicitation directly from the www.publicpurchase.com website. It is the vendor's responsibility to check Public Purchase for any addenda that may be issued. You shall acknowledge receipt of addenda by checking the appropriate spaces on the cover sheet of this RFP and submit with their proposal.

3.3 SOLICITATION SCHEDULE

The anticipated schedule for the RFP process is given below. All times indicated are Central Time (CT).

The anticipated schedule is as follows:

RFP Issued	September 18, 2024	
Pre-Proposal Conference	September 26, 2024	10:00 AM CT
Inquiry Period Ends	October 9, 2024	5:00 PM CT
Proposal Due Date	October 16, 2024	2:00 PM CT
Planned Contract Award	November 2024	

NCTCOG reserves the right to change this schedule at any time.

3.4 PRE-PROPOSAL CONFERENCE

There will be a non-mandatory pre-proposal conference at **10 AM** on **September 26, 2024,** via Microsoft Teams. The invitation is as follows:

Microsoft Teams Join the meeting now

Meeting ID: 236 117 971 903

Passcode: fWnQce

Dial in by phone toll free

(903) 508-4574

Phone conference ID: 922 792 82#

3.5 QUESTIONS AND REQUESTS FOR CLARIFICATION (INQUIRY)

Questions arising subsequent to the issuance of this solicitation will be received until 5:00 PM CT on **October 9**, **2024**, and must be submitted electronically to www.publicpurchase.com. Questions received after this time may not be answered in sufficient time to benefit the vendor in preparing a proposal. General questions about the process may be answered directly to the inquirer. Any questions of a material nature that require clarification of, or additional information added to, the solicitation will be published via addenda posted to the Public Purchase website

and available for viewing of all registered participants.

Proposers are responsible for reviewing the solicitation posting on the website <u>www.publicpurchase.com</u> for any updates related to this RFP prior to the closing date.

3.6 PROPOSAL SUBMISSION

To respond to this RFP, as well as receive notifications, updates, addenda, and other solicitation information, vendors are required to download the solicitation from the Public Purchase website. Failure to do so may result in vendor not receiving important information.

Submission of your proposal must be through uploading the proposal via Public Purchase website no later than **2:00 PM CT** on **October 16, 2024**, the proposal due date. Proposals shall be made in English in a searchable PDF format. It is your responsibility to ensure that the proposals are properly uploaded as described above by the designated due date and time. NCTCOG assumes no responsibility for delays caused by any reason. Late proposals will not be accepted nor considered. Proposals may be withdrawn at any time prior to the submittal deadline, but they may not be withdrawn after the official opening.

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

3.7 PUBLIC OPENING

The public opening for this RFP will be conducted beginning approximately 2:05 PM CT on the date proposal submissions are due. The opening meeting will be held virtually via Microsoft Teams and will be recorded. Please note that a large volume of proposals may result in a lengthy opening process. Meeting access information and the Teams meeting invite will be posted to Public Purchase prior to the date of the public opening. Only the names of the Offerors submitting a proposal will be read aloud. No other information will be disclosed at the time of opening.

Proposal information is restricted and not publicly available until after award of a contract. All documents associated with the proposal submitted, unless the Offeror indicates a portion of the proposal is proprietary, may be subject to public inspection in accordance with the Texas Public Information Act. Any part of the proposal that you desire to declare as confidential information must be noted as such where the information is found in the proposal. Claims of confidentiality are subject to the opinion of the Texas Office of the Attorney General, should NCTCOG receive an open records request. All information obtained during this solicitation will become property of NCTCOG.

The opening will be on Microsoft Teams as follows:

Microsoft Teams Need help?

Join the meeting now

Meeting ID: 277 658 764 24

Passcode: TXgJHD

Dial in by phone to (903) 508-4574

Find a local number

Phone conference ID: 845 176 369#

SECTION 4: EVALUATION AND AWARD

4.0 TIME FOR EVALUATION

Unless stated otherwise elsewhere in this Request for Proposals, all proposals of qualification submitted shall remain valid for a minimum of 90 calendar days after the due date to allow adequate time for evaluation and award.

4.1 EVALUATION PROCESS

All submissions in response to this solicitation will be evaluated in a manner consistent with the NCTCOG and all applicable rules and policies.

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A proposal review committee will be assembled to perform the evaluations. In the initial phase of the evaluation process, the evaluation committee will review all proposals that have been received before the solicitation due date. Nonresponsive submissions (those not conforming to the solicitation requirements) will be eliminated. Each respondent bears sole responsibility for the items included or not included in the response submitted by that respondent. NCTCOG reserves the right to disqualify any submission that includes significant deviations or exceptions to the terms, conditions, and/or specifications in this solicitation.

4.2 BAFO AND CLARIFICATION REQUESTS

Once proposals have been submitted, the NCTCOG evaluates the proposals and determines which of those are determined to be reasonably qualified for award. Those so determined will be reviewed and scored. Clarification requests may be requested of firms where clarifying information is necessary to better understand meaning of any part of a bid submission. Best and final offers ("BAFO") for those reasonably qualified may be obtained by allowing the submission of a BAFO before the final decision is made to award a contract.

NCTCOG reserves the right to be the sole judge as to the overall acceptability of any submission or to judge the individual merits of specific provisions within competing offers.

4.3 ORAL PRESENTATIONS

NCTCOG reserves the right to require a presentation by the firm to supplement their written submission. These presentations will be scheduled, if required, after Proposals are received and prior to the award of the Contract.

4.4 AWARD OF THE CONTRACT

Upon completion of the evaluation process, NCTCOG may award the contracts to one or more respondent(s) whose submission is determined to be the most advantageous to NCTCOG.

4.5 PROPOSAL EVALUATION CRITERIA

The criteria to be used to evaluate submissions are as follows:

Pass/Fail Criteria	Description	Percentage Points
Key Personnel	Points will be awarded on a pass/fail basis for the <u>clear inclusion</u> of the required components of <i>Key Personnel</i> information, as outlined in greater detail in Section 5.0 .	Pass/Fail – 5%
References	Points will be awarded on a pass/fail basis for the <u>clear inclusion</u> of the required information regarding <i>References</i> , as outlined in greater detail in Section 5.0 .	Pass/Fail - 5%
Weighted Scoring		Weighted Maximum
Criteria		Percentage Points
Project-Related	Points will be awarded based on the <u>clear inclusion and quality of response</u> of response	
Experience and	regarding the required information regarding Project-Related Experience and	20%
Qualifications	Qualifications, as outlined in greater detail in Section 5.0.	
Technical Proposal	Points will be awarded based on the <u>clear inclusion and quality of response</u> regarding the required details of the <i>Technical Proposal</i> , as outlined in greater detail in Section 5.0 .	50%
Proposal Pricing	Points will be awarded based on responses to <i>Exhibit 1 & 2 - Pricing</i> , as outlined in greater detail in Section 5.0 .	20%
	TOTAL POSSIBLE PERCENTAGE POINTS	100%
Additional Points Criteria		Additional Points
Proof of HUB Certification	Points will be awarded upon submission of <u>proof of certification</u> as a Historically Underutilized Business (HUB), Minority, Women-Owned or Disadvantaged Business Enterprise.	5 nointe

SECTION 5: SPECIFICATIONS

5.0 SCOPE OF WORK

The desired outcome of this RFP is to retain a contractor(s) to supply municipalities, counties, school districts and other government agencies on an as-needed basis with the services listed below:

Service Category #1: Sludge Hauling Services Service Category #2: Land Application Services Service Category #3: Composting Services

Service Category #4: Lagoon Mapping, Surveying and Cleaning Services

Service Category #5: Heat Drying and Pelletizing Services Service Category #6: Stormwater/Freshwater Pond Services Service Category #7: Digester and Tank Cleaning Services Service Category #8: Other Related Services Not Listed

This is a solutions-based solicitation, so your proposal shall include a narrative that describes your ability to provide a solution to one or more of the categories listed.

5.0.1 <u>Purpose</u>

It is the intent of these specifications to describe requirements for referenced goods/services on an as needed basis. Goods and services must meet or exceed the standards set forth in the specifications as described herein.

5.0.2 Category Offer

You should prepare a proposal that describes in detail the goods or services that you are proposing to provide. Proposals must demonstrate your capability to provide <u>all or part</u> of the requested goods or services. A proposal will be evaluated only for the goods or services it proposes.

In your proposal narrative, please note by category number which of the categories your firm can provide and answer the questions listed below for each category you have chosen. Please number your answers according to match the question.

5.1 TECHNICAL SPECIFICATIONS

Service Category #1: Sludge Hauling Services

- 5.1.1 What working days/hours are you available to provide wastewater treatment plant sludge hauling services?
- 5.1.2 How much notice do you require from the Customer when sludge needs to be hauled?
- 5.1.3 Do you understand that in the event you fail to remove the sludge within the agreed upon hours after being notified, the Customer reserves the right to utilize the service of other haulers to dispose of the sludge?
- 5.1.4 How will you determine what location you will use to transport to and dispose of the sludge?
- 5.1.5 Do you understand you shall provide requested documentation showing the disposal location is an approved site for sludge disposal and that the Customer shall be relieved of any liability associated with the disposal of the treatment plant sludge once the sludge leaves the WWTP facility?
- 5.1.6 What tools and equipment will you furnish and use necessary to facilitate the loading and unloading of sludge in a manner that is safe, including, but not limited to, face protection and back support devices?
- 5.1.7 Will you ensure that an air gap is provided on the fill line of the tanker from any public water system into the tanker or the tanker's equipment during any cleaning or flushing process that may be required?
- 5.1.8 Are you able to remit a manifest or trip ticket for each of the loads with the specific invoice numbers assigned to that load, with the tickets shall include the following information:
 - Date:
 - Time;
 - Quantity of sludge hauled;
 - Point of disposal;
 - Tanker registration number;

- Driver's full name;
- Any other applicable information required to comply with regulations?
- 5.1.9 Are you able to provide any and all backup equipment necessary for the hauling and disposal of the treatment plant sludge. All backup equipment shall meet the same standards and restrictions as the primary equipment and require the same licenses and permits required for hauling sludge.
- 5.1.10 Do you understand that as the awarded Contractor you shall cleanup any spills or leaks during the hauling and disposal activity, and repair any damage caused or injury resulting from the hauling and disposal activity; be responsible for reporting any accidents or spills to the Customer as soon as possible as well as providing the same reports to any applicable State or Federal agency in accordance with their permits and applicable regulations

Service Category #2: Land Application Services

5.1.11 The land application of wastewater sludge, often referred to as biosolids, is regulated under the EPA's 40 CFR Part 503 rule. These regulations ensure that the land application of biosolids is done safely and sustainably, protecting both human health and the environment.

Please address how you will comply with the following key requirements:

- Pathogen Reduction: Biosolids must meet either Class A or Class B pathogen reduction standards. Class A biosolids have no detectable levels of pathogens and can be used without restrictions. Class B biosolids have reduced pathogen levels but require site restrictions to protect public health.
- Pollutant Limits: There are specific limits for heavy metals and other pollutants in biosolids to ensure they do not harm the environment or human health.
- Vector Attraction Reduction: Measures must be taken to reduce the attraction of vectors (e.g., flies, rodents) to the biosolids.
- Agronomic Rate: Biosolids must be applied at a rate that supplies the nutrient needs of the crops or vegetation grown on the land without causing nutrient runoff or leaching.
- Site Restrictions: For Class B biosolids, there are restrictions on public access and crop harvesting to ensure safety. For example, food crops with harvested parts that touch the biosolids/soil mixture cannot be harvested for 14 months after application.
- Monitoring and Reporting: Regular monitoring of biosolids and the application site is required, along with detailed record-keeping and reporting to the EPA.

Service Category #3: Composting Services

- 5.1.12 Composting services for biosolids involve transforming wastewater sludge into a stable, nutrient-rich compost that can be used as a soil amendment. Please address how you will comply with the following key aspects of these services:
 - Process
 - End Products
 - Environmental Benefits
 - Regulatory Compliance
 - Do you provide your own biosolids composting services, including processing, marketing, and distribution of the final compost product, or do you subcontract it out? And if so, who are the subcontractors?

Service Category #4: Lagoon Mapping, Surveying and Cleaning Services

- 5.1.13 Wastewater lagoon surveying involves assessing the amount and distribution of sludge at the bottom of a lagoon. Regular sludge surveys are crucial for maintaining the efficiency of wastewater lagoons, preventing issues like effluent violations and odors, and planning for sludge removal. Please address as applicable any of the following:
 - Locating the Sludge Layer
 - Measuring Sludge Thickness
 - Core Sampling
 - Data Analysis

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5.1.14 Heat drying and pelletizing of sludge are processes used to treat wastewater sludge, transforming it into a stable, usable product. Please address as applicable any of the following:

Heat Drying

- Pathogen Reduction
- Volume Reduction
- Class A Biosolids

Pelletizing

- Product Handling
- Marketable Product Do you provide your own pelletizing services, including processing, marketing, and distribution of the final compost product, or do you subcontract it out? And if so, who are the subcontractors?

Service Category #6: Stormwater/Freshwater Pond Cleaning

- 5.1.15 Which of the following tasks are you able to perform? Please provide a description of the methodology and best practices that you employ in such performance.
 - Out-of-control algae;
 - Failing shorelines;
 - Muddy waters;
 - Unchecked vegetation;
 - Removal of pond sludge;
 - Weed infestation;
 - Problem fountains;
 - Related issues in stormwater and freshwater ponds and lagoons.

Service Category #7: Digester and Tank Cleaning Services

- 5.1.16 Wastewater tank cleaning is an essential maintenance task to ensure the efficient operation of wastewater treatment systems. Please address as applicable any of the following:
 - Pre-Cleaning Assessment
 - Draining the Tank
 - Sludge Removal
 - Cleaning and Disinfection
 - Inspection and Maintenance
 - Refilling and Testing

Service Category #8: Other Related Services Not Listed

- 5.1.17 Describe any other related services that you offer that are not addressed elsewhere.
- 5.1.18 Work Schedule
- 5.1.19 Mobilization
- 5.1.20 Sanitary, & Health Conditions of Site
- 5.1.21 Contractor's Responsibilities
- 5.1.22 Language Requirement for Employees
- 5.1.23 Supervision of Work
- 5.1.24 Removal of Objectionable Contractor Employees
- 5.1.25 Safety Plan for Employees
- 5.1.26 Equipment To Be Provided by Contractor and Customer
- 5.1.27 Corrective Re-Work
- 5.1.28 Shut-Downs
- 5.1.29 Reporting Tasks
- 5.1.30 Project Materials & Supplies To be Provided by Customer/Contractor
- 5.1.31 Repair Procedures
- 5.1.32 Response Time
- 5.1.33 Any Limitations Contractor Has in Performing Services

- 5.1.34 Any Parts & Equipment Customer is Expected to Provide
- 5.1.35 Emergency Call Outs
- 5.1.36 Warranty/Guarantee Please state in your proposal what warranty or guarantee may apply to the goods or services you are proposing. Unless you state otherwise, the Contractor warrants:
 - That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.
 - That all items furnished hereunder shall conform to the requirements of this contract and shall be free from defects in design materials and workmanship. Any defects of design, workmanship or materials shall be fully corrected by the Contractor (including parts and labor) without cost to the Customer.
 - The warranty period on workmanship and materials shall be based on a minimum of twelve (12) months from the time of acceptance.

The Contractor is expected to furnish all labor, tools, equipment, materials, supplies, traffic control and mobilization required to effectively perform the required services. Any travel time or mileage is the responsibility of the Contractor unless addressed in the proposal narrative.

5.2 PROJECT RELATED EXPERIENCE AND QUALIFICATIONS

Please address the following areas in your narrative:

- Provide a general explanation and chart which specifies project leadership and reporting responsibilities, and how the team will interface with Customer's project management and team personnel.
- Background
- Years in business providing the requested services.
- Any additional pertinent information.
- Any services not outlined in the Scope of Work that you wish to offer.
- Any major requirements that cannot be met by your firm.
- Identify any subcontractors or third-party services that you will utilized in the performance of the services.
- Provide a general explanation and chart which specifies project leadership and reporting responsibilities, and how the team will interface with Customer's project management and team personnel.

5.2 OTHER REQUIREMENTS

5.3.1 Order for Work

The Customer and Contractor shall mutually establish understanding for what constitutes approval of a quote, the binding order for work, and any purchase order or other documentation that may be required before any work can proceed on any project.

Please understand that there is no specific project ready at this time. This is for work to be determined in the future on an as-needed basis by the Customer. The work to be performed under this contract will be defined on a project-by-project basis through a supplemental order direct from the Customer.

5.3.2 Award

NCTCOG reserves the right to award by line item, in whole, or in any combination as it deems to be in the best interest of the TXShare cooperative. Award may be made to one or more vendors. Customers further reserve the right to select the Contractor(s) that provides the best value for its material needs.

5.3.3 Vendor Performance

Vendor and their subcontractor(s) shall follow all applicable State of Texas laws and regulations relating to commercial motor vehicles and their proper maintenance, equipment, loading, and operation. Vendor and their subcontractor(s) shall also follow all traffic laws.

5.3.4 <u>Subcontracting</u> Vendor shall state names of all subcontractors and the type of work they will be performing. If a Vendor fails to specify a subcontractor, then Vendor shall be deemed to have agreed that it is fully qualified to perform the contract, and that the Vendor will fully perform the contract itself.

No Vendor whose bid is accepted shall (a) substitute any subcontractor, or (b) permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original

subcontractor listed in the original bid without approval in writing from the NCTCOG. The successful Vendor further agrees that Customer and its agents, servants and employees shall not be liable for any loss or damage resulting from personal injury, physical loss, harassment of or discrimination against employee or other violations of the provisions of this contract occasioned by the acts or omissions of the successful Vendor's subcontractors, their agents, or employees. The indemnification provisions of this contract shall apply to all subcontractors.

5.3.5 Payment for the material specified herein will be made with the price discounts applied as specified in the BID PRICE WORKSHEET.

5.4 GENERAL INFORMATION

5.4.1 Objectives.

The Master Agreement awarded for TXShare may cover a variety of services. Each Customer that selects to utilize the Master Agreement will negotiate the specific services it needs into a Supplemental Agreement with a customized SOW for that Customer. All proposals must be made based on, and either meet or exceed, the requirements contained herein.

5.4.2 Service Area.

In preparing a proposal, you will designate what geographic region(s) will be served. You must specify, on the service area designation forms included with their proposal, the service areas that they are willing and able to provide goods and services to. A vendor <u>does not</u> have to propose to service the entire State of Texas, nor have to propose to service all fifty (50) states, to be considered for an award of a TXShare contract.

Service area designation forms are found in **Exhibit 3**.

5.4.3 Service Category Offer.

You should prepare a proposal that describes in detail the goods or services that you are proposing to provide. Proposals must demonstrate your capability to provide <u>all or part</u> of the requested services. A proposal will be evaluated only for the services it proposes.

5.5 CONTRACT TYPE

If awarded, your proposal will result in a fixed price contract based on submitted pricing you propose. It is at your discretion to propose either unit pricing or a percentage discount off the list price for the goods or services you wish to offer. It is generally recommended that you propose a discount, however.

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.

5.6 CONTRACT TERM

A contract resulting from this RFP shall be effective for <u>24 months</u> from the date of award. This contract will automatically renew for up to three (3) additional one-year periods, not to exceed five (5) years in total, unless earlier terminated as provided herein. NCTCOG reserves the right not to renew at its discretion.

5.7 WARRANTY/GUARANTEE

Please state in your proposal what warranty or guarantee may apply to the goods or services you are proposing.

5.8 CATALOGS

Responding Offerors are requested to submit a proposal that will contain a schedule of goods or services line that would qualify under one or more of the Categories stated in Section 5.0 of these specifications. This schedule is commonly referred to as a "catalog".

Catalogs contain a range of items that are published in either an electronic or hard copy form and are modified from time to time to reflect internal and external changes in the vendor's marketplace. It is at the vendor's discretion to

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propose any limitations of the goods or services offered. A good or service offered must be listed in the catalog to be eligible for sale through a Category of the awarded contract.

Catalogs are to be submitted with the proposal and may be provided electronically using either a PDF document or web link. Use a spreadsheet or a searchable document containing the pricing information. A physically delivered hard copy of the catalog is NOT acceptable.

Catalogs may be priced with a percentage discount or a fixed unit price. Pricing may be one or multiple tiers of varying discounts based on purchase quantity.

5.9 QUALITY

It is expected that you have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the goods or services to members of the cooperative.

5.10 NEW GOODS AND SERVICES

New goods and services may be added to the resulting contract(s) during the term of the contract by written amendment, to the extent that those goods or services are within the scope of this RFP and include, but will not be limited to, new services added to the manufacturer's list offerings, and services which reflect new technology and improved functionality. Service Categories or individual items of a fixed price nature are subject to review and approval of the NCTCOG before addition to the contract. Individual items added to catalog awards do not require prior approval of the NCTCOG.

5.11 ALL OR NOTHING AWARD

"All or nothing" proposals are not acceptable and will be rejected. You must be willing to accept a partial award for any combination of the Categories proposed at the discretion of the NCTCOG.

The NCTCOG may award contracts to multiple Offerors supplying comparable goods or services, also known as a multiple award schedule, or award the contract to a single vendor. The NCTCOG's decision to make multiple awards or a single award will be based upon its sole discretion regarding the type of award that provides best value.

5.12 PRICING

When preparing your pricing, you should furnish pricing for each Category proposed and state "No Bid" for any Categories or sub-Categories you will not offer. NCTCOG will consider Categories individually and may make awards on each Category independently. NCTCOG reserves the right to select the proposal or proposals offering the most advantageous combination, with price and other evaluation criteria considered.

NOTE: The final negotiated pricing (or discount) will be incorporated into the Master Services Agreement with the awarded vendor(s). The pricing information provided in your proposal will be public information and will not be accepted marked as proprietary or confidential.

5.12.1 <u>Catalog Pricing</u>

The pricing that may be proposed for your catalog should be a <u>percentage discount</u>. Responding Offerors are requested to submit a proposal that will contain specific goods or services that would qualify under the Categories listed. A minimum percentage discount is to be stated for each Category. This is commonly referred to as "discount pricing".

The catalog offering a percentage discount should identify which Category of goods or services are covered by the catalog and the corresponding minimum percentage discounts that apply. The discounts may be broken down by category and quantity, as well as by subcategory or tier (to the extent of the proposer's choosing). The Proposer may be creative in the percentage tier discounts to the extent deemed appropriate.

A link to the schedule of list pricing for all catalog items must be provided with the initial contract during execution, and whenever the list pricing is updated. By providing the current list pricing, a potential Customer can determine the maximum cost for each item by multiplying the contractually awarded

minimum percentage discount times the current published list price. The current published list price will be posted on the awarded Contractor's landing page on the TXShare website.

Changes to a percentage discount catalog that add, modify, or delete items during the term of the contract are allowed at any time and without prior approval by NCTCOG. However, the minimum percentage discount list price is fixed and may only change through execution of a contract amendment. The awarded Contractor however does have the option to allow a greater percentage discount when negotiating a purchase with the Customer.

A discount percentage off of list is considered to be a minimum discount, so the awarded Contractor is free to offer greater percentage discounts to a Customer as part of a purchase negotiation. A zero discount off catalog proposal is acceptable but may put the Contractor at a disadvantage when the Customer is comparing prices among competing Contractors. The Contractor may lower the unit price or increase the minimum discount percentage to be more competitive in a particular situation.

It is recommended that when offering a wide variety of goods and services that you propose a catalog percentage discount for all items in that Category (except any specific items specifically stated as excluded). Discount pricing also negates the need for submitting a request to amend unit prices every time there is a price increase for the good or service, as the contract will be awarded for the percentage discount and not for a specific unit price.

Any goods or services that <u>are not</u> specifically listed in the awarded Category catalog is ineligible to be sold under the contract except under Category "Optional Ancillary Goods and Services". These "goods or services not specifically listed" items, which are priced at a discount off of list price, may be only sold in companion with other goods and services specifically stated in the catalog under one of the other Categories. Goods or services that <u>are</u> listed under any Category, including Optional Ancillary Goods and Services, may be sold as stand-alone items.

Note: As previously stated, percentage discounts from list price are allowed but a markup percentage from cost is <u>not</u>, as this method is not allowable for purchases made via Federal grant money. Prices stated as a markup from cost are a cause for disqualification of those portions of your proposal.

Note: You may stipulate different discounts off different products or types of service (subcategories) within each Category, provided you clearly indicates how the different discounts apply to which goods or service subcategories.

5.12.2 General Proposal Information

You must clearly identify which Category your pricing submittal applies to.

You have the option (but are not required) to propose ancillary optional goods or services. Examples are similar product lines, inside delivery, set up, installation, maintenance agreements, travel costs, and other similar goods and services that are not specifically covered by any of the other PRICING CATEGORIES listed in the RFP. Please provide adequate information explaining what the ancillary good or service consists of.

Any good and or service that your business sells, and reasonably meets one of the category descriptions of this RFP, may be proposed. However, they all require pricing by either unit price or discount from list in the proposal. The list pricing may be by a schedule attached to your proposal or by a weblink to your business catalog. The pricing information, including link, are to be attached to the Price Sheet included in this RFP.

NOTE: Only goods or services categories that have pricing submitted in the proposal (either by unit cost or percentage discount off of list) are eligible for purchase through a contract award. You may propose pricing in a manner that works best for you to prepare your customized quotes to customers, but the pricing must be stated in such a manner that must be capable of audit by the customer.

- For example, if you propose a discount off list, then your current list price card for the items proposed must be made available so that the customer can calculate the contract price. Such would mean if you were proposing "10% discount off list price of tables", then you must provide with your proposal the current list price for tables offered under the contract.
- 5.12.3 Exhibit 1 Categories Offered All bidders must complete this form to indicate which categories whey are offering in their proposal. Check the appropriate box. If you are offering an "Other Ancillary Good or Service", you must list those goods and services under this Category in order for the goods or services to be considered for award. Failure by the responding vendor to submit the clarifications by the deadline requested may result in disqualification of the proposal.

Note that not all RFPs will contain an Exhibit Price Sheet.

5.12.4 Market Basket - For Evaluation Purposes Only (If Required).

FOR EVALUATION PURPOSES ONLY: Respondents are asked to fill out and return a copy of the Sample Market Basket Pricing Form, included as **Exhibit 2** in this RFP package. This item is used to evaluate a Respondent's 'best value' as opposed to raw percentage discounts and is what is used to score your proposed pricing. This item will not be considered or used beyond evaluation purposes.

Respondents are not required to fill out the entirety of the form -e.g., if a Respondent does not offer all of the items listed, they are asked to only fill out those that they do provide.

Responses are encouraged from vendors who can only provide a handful of products. Respondents are not expected to be able to provide the entirety of the desired goods, though are welcome to if they are able.

5.12.5 Price Escalation/De-escalation.

The unit pricing (or discount percentage) proposed by the Offeror shall be of a fixed price nature for the first six (6) months of the contract. Escalation requests may be made no more than every ninety (90) days and are subject to mutual written amendment to the contract between NCTCOG and the contractor. It is the responsibility of the contractor to petition NCTCOG changes to the pricing structure. The awarded contractor must provide upon request such supporting documentation as TXShare may require that justifies the requested price escalation.

A price change (based on the Bureau of Labor Statistics, Consumer Price Index escalation) may be considered. Price changes may not exceed the most recent 12-month CPI-U table. Request for increases must be submitted in writing for consideration. Should the price change be granted and the NCTCOG accepts, a written amendment will be executed.

Price decreases (or discount percentage increase) may be made at any time and without written agreement. Further, the awarded vendor may negotiate more favorable pricing terms with the individual customer based on quantity or other conditions of purchase without seeking approval from NCTCOG. Change to unit prices in a contract must be approved via mutual execution of an amendment to the contract. In the event of price decreases, an executed amendment is not required. If applicable, a copy of, or link to, the vendor's current pricelist should be submitted with the Proposal.

5.12.6 Sales Tax & Freight.

Do not include sales tax in proposal pricing. Nearly all Customers will be tax exempt. Freight/shipping cost should be addressed in your pricing. There is full flexibility on the vendor's behalf as to whether these costs are included in the price, or an additional charge to be determined at the time of the negotiation between the Contractor and Customer. However, this must be stated up front at the time of the submission of the proposal. Failure to state the method in the proposal will result in a default assumption of "additional charge" for freight/shipping costs when evaluating the proposal.

SECTION 6: HOW TO SUBMIT YOUR PROPOSAL

6.0 INSTRUCTIONS FOR RESPONDENTS

Please provide a written response regarding ability to meet each requirement as outlined in the Specifications (Section 5). Include any additional pertinent information on how your proposed solution meets each requirement. Provide any pertinent additional functionality and/or services not outlined in the Scope of Work that you wish to offer.

Important Note: Your proposal shall consist of your responses to the Required Response Information outlined below and your completed Attachments I-XI, or the proposal may be disqualified as nonresponsive.

Required Response Information

Your proposal should consist of the following sections. Each section is to be clearly labeled using the following heading titles:

• Cover Page & Statement of Understanding

The initial submission pages of your proposal will consist of:

- Cover Page of this solicitation document.
- A brief statement of the respondent's understanding of the work to be done or desired deliverables requested in the solicitation.

• Key Personnel

Attach statements of qualifications or resumes for the responsible **managers**, **supervisors**, and **other team members** who will be involved in the management of the delivery of goods or services under this RFP.

• References

Include at least four (4) recent references for customers (preferably public agencies) for whom you have provided services similar to those requested in this solicitation within the last five (5) years. Please include the customer's name (if applicable), contact person, phone number, and email address for each reference. NCTCOG reserves the right to contact or visit any of the respondent's current and/or past customers to evaluate the level of performance and customer satisfaction.

• Project-Related Experience and Qualifications

Proposals will be evaluated on the basis of experience in performing the requested goods/services.

Provide a written response regarding the firm's and/or individual's ability to meet each requirement for the category(ies) offered as outlined in Section 5.2 of the Specifications.

• Technical Proposal

This section should constitute the major portion of the submittal. Respondent's proposal should detail their capabilities, knowledge and skills related to the desired deliverables and expectations, and address all questions, as outlined in Section 5.1 of the Specifications.

Failure to provide written response to items indicated in this section may be interpreted by NCTCOG as an inability by the firm to provide the requested product, service or function.

• Pricing

Respondents should furnish a proposal that specifies pricing for the services they propose. For more information, please refer to **Exhibit 1 & 2**.

Points will be awarded on the basis of the overall cost effectiveness and clarity of the information provided in the Exhibits.

• HUB Bonus

5 additional points will be awarded upon submission of proof of certification as a Historically Underutilized Business (HUB), Minority, Women-Owned or Disadvantaged Business Enterprise.

• Required Attachments

Include signed copies of all **ATTACHMENTS I through XI** and the completed **Exhibit 3** that are found in the back of this solicitation document. If an attachment does not apply, please mark as "Not Applicable" and submit with the proposal. IMPORTANT NOTE: ATTACHMENT XI is required by Texas Statute to be completed and signed all bidders, regardless of their geographic location.

CHECKLIST

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

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

Respondent recognizes that all proposals must be submitted electronically through **PUBLICPURCHASE.COM** 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.

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.

Renda Environmental, Inc.		
Vendor Name		
CSWES		
Authorized Signature		
Corey Wells	10/3/24	
Typed Name	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.

A	te, and federal regulations and directives in the implementation of this contract.
as stated; and furthermore that I, Corey CFO (title) of the offeror and respondent herein and that I am	corporation, partnership, or sole proprietorship, or other eligible entity named as legally authorized to sign this offer and to submit it to the North Central Texas
Council of Governments, on behalf of said of	feror by authority of its governing body.
Renda Environmental, Inc.	
Vendor Name	
Authorized Signature	
Corey Wells	10/3/24
Typed Name	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 statues 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.

Renda Environmental, Inc.		
Vendor Name		
Authorized Signature		
Corey Wells	10/3/24	
Typed Name	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 <u>include</u> profits from any federal action), which would be prohibited if paid for with appropriated funds.

(Continued on next page)

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

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

- 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 or 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.

Renda Environmental, Inc.		
Vendor Name		
CSWEES		
Authorized Signature		
Corey Wells	10/3/24	
Typed Name	Date	

ATTACHMENT V: DRUG-FREE WORKPLACE CERTIFICATION

ATTACIIVIENT	. DRUG-TREE WORKI LACE CERTIFICATION
The Renda Environmental, Inc.	(company name) will provide a Drug Free Work Place in compliance
controlled substance is prohibited on the pre-	
	(company name) or any of its facilities. Any employee who violates this
prohibition will be subject to disciplinary a employment, will comply with this policy.	action up to and including termination. All employees, as a condition of
CERTIFICATION REGARDING DRUG	G-FREE WORKPLACE
41 U.S.C. 701, for the Department of Agricu	Regulations Implementing Sections 5151-5160 of the Drug-Free Workplace Act, alture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Department of Health and Human Services (45 CFR Part 76).
The undersigned subcontractor certifies it w	vill provide a drug-free workplace by:
	oyees that the unlawful manufacture, distribution, dispensing, possession or use workplace and specifying the consequences of any such action by an employee;
the subcontractor's policy of maintaining a	ss program to inform employees of the dangers of drug abuse in the workplace, drug-free workplace, the availability of counseling, rehabilitation and employee may be imposed on employees for drug violations in the workplace;
Providing each employee with a copy of the	e subcontractor's policy Proposal;
employees shall abide by the terms of the p	or's policy Proposal that as a condition of employment under this subcontract, olicy Proposal and notifying the subcontractor in writing within five days after yee of a criminal drug abuse statue 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 employee to participate in a drug abuse assi	st an employee convicted of violating a criminal drug statue or requires such stance or rehabilitation program.
Renda Environmental, Inc.	
Vendor Name	-
CSWES	_
Authorized Signature	
Corey Wells	CFO
Typed Name	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.

Renda Environmental, Inc.		
Vendor Name		
Authorized Signature		
Corey Wells	10/3/24	
Typed Name	Date	

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.

Renda Environmental, Inc.		
Vendor Name		
CSWEES		
Authorized Signature		
Corey Wells	CFO	
Typed Name	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	n that applies to your	corporation	:
XX	The Corporation is a for-profit corporation and certifies that it is not detax payments to the State of Texas.		
	The Corporation is taxes to the State of	•	t corporation or is otherwise not subject to payment of franchise
Type of Business (if not corporation):			Sole Proprietor
			Partnership
			Other
		•	Act, the North Central Texas Council of Governments e franchise tax payments.
Renda Environmental	l, Inc.		
Vendor Name		-	
Authorized Signature		_	
Corey Wells		CF	0
Typed Name		Date	

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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 <u>must</u> 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:

Danda Environmental Inc. is NOT HIID on M/W/DDE

Kenda Environmental, Inc. is NOT FIC	DB OI M/W/DBE	
Vendor Name		
CSWES"		
Authorized Signature		
Corey Wells	CFO	
Typed Name	Date	

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.

Renda Environmental, Inc.		
Vendor Name	_	
Authorized Signature		
Corey Wells	10/3/24	
Typed Name	Date	
	-OR-	
	hereby certifies that it cannot con r applicable regulations in Public	uply with the requirements of 2 CFR §200.216 and Law 115-232 Section 889.
Not Applicable		
Not Applicable Vendor Name	_	
	_	

(Continued on next page)

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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.

	Subtitle 1, 11th	10.
Renda Environmental, Inc.		
Vendor Name		
Authorized Signature		
Corey Wells	10/4/24	
Typed Name	Date	
☐ The Contractor or Subrecipi	-OR- ent hereby certifies that it canno Subtitle F, Title	ot comply with the requirements of Chapter 2274, 10.
Not applicable		
Vendor Name		
Authorized Signature		
Гуреd Name	Date	

(Continued on next page)

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 fuelbased 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.

Renda Environmental, Inc.		
Vendor Name		
Authorized Signature		
Corey Wells	10/4/24	
Typed Name	Date	
		-OR-
☐ The Contractor or Su Subtitle A, Title 8.	brecipient hereby certi	fies that it cannot comply with the requirements of Chapter 809
Not applicable		
Vendor Name		
Authorized Signature		
Typed Name		

FORM CIQ CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity OFFICE USE ONLY 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 Date Received 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. Name of vendor who has a business relationship with local governmental entity. Renda Environmental. Inc. 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.) Name of local government officer about whom the information is being disclosed. Not Applicable Name of Officer 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. **NOT APPLICABLE** 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? 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 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. NOT APPLICABLE 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)(2)(B), excluding gifts described in Section 176.003(a-1). 10/4/24

Signature of vendor doing business with the governmental entity

Date

EXHIBIT 1

CATEGORIES SELECTED, DISCOUNTS FOR PRICING & CURRENT PUBLISHED PRICE LIST

• Please place a checkmark next to each Category that you are offering in your proposal:

_X	Service Category #1: Sludge Hauling Services
_X	Service Category #2: Land Application Services
_X	_ Service Category #3: Composting Services
	_ Service Category #4: Lagoon Mapping, Surveying and Cleaning Services
	Service Category #5: Heat Drying and Pelletizing Services
	_ Service Category #6: Stormwater/Freshwater Pond Services
X	Service Category #7: Digester and Tank Cleaning Services
	_ Service Category #8: Other Related Services Not Listed

• 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.

BID PRICE WORKSHEET FOR RFP #2024-099

Item	Description	% Discount Off Your Regular List Price
1	Service Category 1: Sludge Hauling Services	16
2	Service Category #2: Land Application Services	16
3	Service Category #3: Composting Services	16
4	Service Category #4: Lagoon Mapping, Surveying and Cleaning Services	0
5	Service Category #5: Heat Drying and Pelletizing Services	0
6	Service Category #6: Stormwater/Freshwater Pond Services	0
7	Service Category #7: Digester and Tank Cleaning Services	16
8	Service Category #8: Other Related Services Not Listed	0

	Renda Environmental, Inc.
•	Name of Proposing Firm
	CSWEOS"
	Signature of Authorized Representative
	Corey Wells, CFO
	Printed/Typed Name and Title of Authorized Representative
	10/4/24
	Date

EXHIBIT 2 SAMPLE MARKET BASKET FORM

For the items on the MARKET BASKET WORKSHEET, please enter your current unit price for the items you are offering in your proposal. If you do not provide one or more of the items on the MARKET BASKET WORKSHEET, please note as such on the worksheet. This form is for evaluation purposes only and will not be part of any awarded contract.

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

Exhibit 2 - Market Basket Worksheet for RFP #2024-099

Service Category 1: Sludge Hauling Services

Item	Description	Unit of Measure	Current List Price	% Discount	Net Price After Discount	
1	Dewater, haul, and dispose of water treatment plant sludge generated from the use of aluminum chlorohydrate at a water treatment plant in downtown Fort Worth, Texas. The quantity of liquid sludge to be dewatered is approximately 800,000-1,000,000 gallons. Contractor shall dispose of the sludge by any method approved under current TCEQ regulation.	DT	1,325	16%	1,113	
	Service Category #7: Digester and Tank Cleaning	Services				
Item	Description Description	Unit of Measure	Current List Price	% Discount	Net Price After Discount	
2	Removal of all material from digester, dewatering of removed material using equipment provided by contractor and transporting all dewatered	Tons	1,500	16%	1,260	

EXHIBIT 3 SERVICE DESIGNATION AREAS

	Texas Service Area Designation or Identification								
Proposing Firm Name:	roposing								
Notes:	Indicate in the appropriate b	ox whether you a	are proposing to service th	e entire state of Texas					
	Will service the entire state of	Texas	Will not service the entire state of Texas						
	X								
	If you are not proposing to se that you are proposing to pro are certifying that you are wi	ovide goods and/o	or services to. By designati	ng a region or regions, you					
Item	Region	Metrop	olitan Statistical Areas	Designated Service Area					
1.	North Central Texas		nties in the Dallas-Fort Setropolitan area						
2.	High Plains	Amarillo Lubbock							
3.	Northwest	Abilene Wichita	Falls						
4.	Upper East	Longvie Texarka Tyler	w na, TX-AR Metro Area						
5.	Southeast	Beaumo	nt-Port Arthur						
6.	Gulf Coast	Houston Sugar La	-The Woodlands- and						
7.	Central Texas	College Killeen-' Waco	Station-Bryan Femple						
8.	Capital Texas	Austin-F	Round Rock						
9.	Alamo	San A Victoria	Antonio-New Braunfels						
10.	South Texas	Corpus Laredo	ville-Harlingen Christi n-Edinburg-Mission						
11.	West Texas	Midland Odessa San Ang							
12.	Upper Rio Grande	El Paso							

	Nationwide Service Area Designation or Identification Form									
Proposing Firm Name:										
Notes:			are proposing to provide service to all I	Fifty (50) States.						
	Will service all fif	fty (50) states	Will not service fifty (50) states							
			X							
	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. 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.									
Item	State]	Region/MSA/City	Designated						
		(write "ALL" if	proposing to service entire state)	as a Service Area						
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			X						
19.	Maine									
20.	Maryland									

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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	X
32.	New York	
33.	North Carolina	
34.	North Dakota	
35.	Ohio	
36.	Oregon	
37.	Oklahoma	X
38.	Pennsylvania	
39.	Rhode Island	
40.	South Carolina	
41.	South Dakota	
42.	Tennessee	
43.	Texas	X
44.	Utah	
45.	Vermont	
46.	Virginia	
47.	Washington	
48.	West Virginia	
49.	Wisconsin	
50.	Wyoming	

Exhibit 2 - Market Basket Worksheet for RFP #2024-099

Service Category 1: Sludge Hauling							
Description	Area	Unit of Measure	Curren	nt List Price	% Discount	Net Pr	rice after Discount
Dredge, Dewater, Haul, Dispose of "Alum" WTP sludge	TX	Dry Tons	\$	1,325.00	16%	\$	1,113.00
Dredge, Dewater, Haul, Dispose of "Alum" WTP sludge	NM	Dry Tons	\$	1,550.00	16%	\$	1,302.00
Dredge, Dewater, Haul, Dispose of "Alum" WTP sludge	LA	Dry Tons	\$	1,600.00	16%	\$	1,344.00
Dredge, Dewater, Haul, Dispose of "Alum" WTP sludge	OK	Dry Tons	\$	1,475.00	16%	\$	1,239.00
Dredge,Dewater, Haul, Dispose of "Ferric" WTP sludge	TX	Dry Tons	\$	260.00	16%	\$	218.40
Dredge,Dewater, Haul, Dispose of "Ferric" WTP sludge	NM	Dry Tons	\$	260.00	16%	\$	218.40
Dredge, Dewater, Haul, Dispose of "Ferric" WTP sludge	LA	Dry Tons	\$	260.00	16%	\$	218.40
Dredge, Dewater, Haul, Dispose of "Ferric" WTP sludge	OK	Dry Tons	\$	260.00	16%	\$	218.40

Description	Area	Unit of Measure	Current	List Price %	Discount	Net Price	after Discount
Dewater, haul, and land apply Biosolids	TX	Dry Tons	\$	450.00	16%	\$	378.00
Dewater, haul, and land apply Biosolids	NM	Dry Tons	\$	500.00	16%	\$	420.00
Dewater, haul, and land apply Biosolids	LA	Dry Tons	\$	540.00	16%	\$	453.60
Dewater, haul, and land apply Biosolids	OK	Dry Tons	\$	480.00	16%	\$	403.20

Service Category 3: Composting Services						
Description	Area	Unit of Measure	Current	List Price % Discount	Net Price	after Discount
Load, transport, dewater, compost, and market/distribute	TX	Dry Tons	\$	850.00	16% \$	714.00
Load, transport, dewater, compost, and market/distribute	NM	Dry Tons	\$	900.00	16% \$	756.00
Load, transport, dewater, compost, and market/distribute	LA	Dry Tons	\$	945.00	16% \$	793.80
Load, transport, dewater, compost, and market/distribute	OK	Dry Tons	\$	880.00	16% \$	739.20
Load, transport, compost, and market/distribute	TX	Dry Tons	\$	700.00	16% \$	588.00
Load, transport, compost, and market/distribute	NM	Dry Tons	\$	745.00	16% \$	625.80
Load, transport, compost, and market/distribute	LA	Dry Tons	\$	680.00	16% \$	571.20
Load, transport, compost, and market/distribute	OK	Dry Tons	\$	880.00	16% \$	739.20

Service Category 7: Digester and Tank Cleaning							
Description	Area	Unit of Measure	Curre	nt List Price	% Discount	Ne	t Price after Discount
Remove, transport, dispose of digester material	TX	500,000 gallons	\$	295,000.00	16	% \$	247,800.00
Remove, transport, dispose of digester material	NM	500,000 Gallons	\$	295,000.00	16	% \$	247,800.00
Remove, transport, dispose of digester material	LA	500,000 gallons	\$	295,000.00	16	% \$	247,800.00
Remove, transport, dispose of digester material	OK	500,000 gallons	\$	295,000.00	16	% \$	247,800.00



Experience and Qualifications

a Company Profile

REI has a solid and long-standing working relationship with D/FW. You can be confident that REI's **30 years** of beneficial solids reuse and management history will provide you with the needed collaborative approach, specialized tools, and outstanding project delivery experience to best guide the Cities of DFW and the State in delivering this challenging process successfully.

30
years of wastewater maintenance history

b Relevant Projects

Please see the following pages for relevant projects.

References

Dallas Water Utilities

Guadalupe Bailey, PE 214.670.6010 (office) guadalupe.bailey@dallas.gov

Dallas Water Utilities

Mark S. Mihm, P.E., CDT, ENV SP 214.450.4580 (cell) mark.mihm@dallascityhall.com

North Texas Municipal Water District

Cody Graham, PE, Project Manager 940.391.4188 cgraham@ntmwd.com

City of Fort Worth Water Department

Steve Nutter, Contract Services Administrator/ Biosolids EMS Manager 817.392.4965 steven.nutter@fortworthtexas.gov

City of Arlington (former)

Zachary Holmer, Project Manager 713.979.4885 zholmer@dredgit.com

Trinity River Authority of Texas

Raudel Juarez, Project Manager 214.876.1499 juarezr@trinityra.org



Elm Fork - Mixing Tank and Shaker Screen

EXPERIENCE AND QUALIFICATIONS





Elm Fork Residuals Removal and Disposal

Dallas Water Utilities | Dallas, Texas

This project is a similar project to the Eastside Water Treatment Plant Removal and Disposal Services of Residuals. Working on an expedited timeline from the originally anticipated 3 year schedule, in approximately half the time, REI will have removed and disposed of over 80,000 dry tons of material in Pond C and Lagoons 1, 2, and 3 at Elm Fork Water Treatment Plant.

Using the same crew from Bachman Lake, we set-up ten belt presses with a shaker screen, mixing tanks, and polymer injection along with our fleet of electric and diesel dredges to provide rapid dredging, dewatering, transportation, and disposal of residuals from the plant. This same suite of equipment and personnel will easily transfer to the Eastside project.



Elm Fork - Dewatering Site and Office

PROJECT DETAILS

SERVICES COMPLETED

- Dredging
- Transportation
- Disposal
- Dewatering

START DATE April 2023

COMPLETION DATE
September 2024

REFERENCE

Dallas Water Utilities Guadalupe Bailey, PE 214.670.6010 (office) guadalupe.bailey@dallas.gov

- Ben Davis | Project Manager
- Theo Schefferlie | Dredging Operation and QC Manager
- Jason Bowen, PE | Technical Consultant





Bachman Lake Dredging 2021 Project

Dallas Water Utilities | Dallas, Texas

REI has been successfully executing the Bachman Lake Dredging 2021 project on time and on budget for DWU. This project originally anticipated removal of over 370,000 cubic yards from the 130-acre lake. REI is using a cutter suction dredge to remove the sediment from the lake bed and pumping the slurry over a mile to a dewatering location adjacent to the City of Dallas Northwest Transfer Station.

REI has implemented a shaker screen and grit removal unit to help remove materials that pose maintenance concerns for the dewatering equipment. A thickener is also used to begin the dewatering process by consolidating the sediment and clarifying lake water prior to being pumped back to the lake. The sediment is then processed by belt filter presses to dewater the slurry. The material was tested for contaminates and nutrient concentrations and was being stored offsite and managed by REI for beneficial reuse as topsoil.



Bachman Lake - Belt Press Wall

PROJECT DETAILS

SERVICES COMPLETED

- Dredging
- Transportation
- Disposal
- Dewatering

START DATE October 2021

COMPLETION DATE

March 2023 (Estimated)

REFERENCE

Dallas Water Utilities Mark S. Mihm, P.E., CDT, ENV SP

214.450.4580 (cell) mark.mihm@dallascityhall.com

- Theo Schefferlie | Dredging Operation and QC Manager
- Ben Davis | Dewatering and Environmental Manager
- Jason Bowen, PE | Technical Consultant





Agreement for Residuals Removal, Hauling, and Disposal

North Texas Municipal Water District | Wylie, Texas

NTMWD operates four water treatment plants in the Wylie area. These plants, like Elm Fork, rely on multiple lagoons to store and thicken their residuals. The residuals removal, hauling, and disposal contract was written to transport and dispose/beneficially reuse 60,000 dry tons per year of residuals.

REI performed tests to secure authorization from TCEQ for land application of the water plant residuals, and established relationships with landowners by public outreach for beneficial reuse instead of landfill disposal. REI has received accolades from NTMWD for finding a much more environmentally friendly solution to filling up landfill space.

The land application method is benefited from the excess water that would typically be removed through the dewatering process, so the residuals are transported to approved application fields via tank trucks and the residuals are injected into the soils to condition and replenish nutrients lost from normal agricultural practices. The recipients of the residuals have documented improved production over non-treated fields.

REI is currently ahead of schedule and has capacity to increase production if needed. The project is on time and within budget.

PROJECT DETAILS

SERVICES COMPLETED

- Dredging
- Transportation
- Disposal

START DATE

September 2020

COMPLETION DATE

June 2024

REFERENCE

North Texas Municipal Water District Cody Graham, PE, Project Manager 940.391.4188 cgraham@ntmwd.com

- Ben Davis | Project Manager
- Jason Bowen, PE | Technical Consultant





Long Term Solids Dewatering, Processing, and Disposal Contract

City of Fort Worth | Fort Worth, Texas

Based on REI's previous successful public-private partnership, REI designed, built, operated, and maintained all dewatering, transportation, and beneficial reuse of wastewater plant sludge for the City of Fort Worth's Village Creek Water Reclamation Facility. This long-term solids dewatering, processing, and disposal contract was renewed in five-year extensions for a total of five consecutive contracts spanning from 1995 to 2020 and increased 100% of the volume of daily biosolids production (32,000 dry tons per year). Biosolids were dewatered by belt-filter press, transported, and beneficially used by REI.

The City of Fort Worth and REI were recognized numerous times over the 25 years of performance for environmental benefits and ingenuity of execution.



PROJECT DETAILS

SERVICES COMPLETED

- Transportation
- Disposal
- Dewatering

START DATE
April 1994

COMPLETION DATE April 2020

REFERENCE

City of Fort Worth Water Department Steve Nutter, Contract Services Administrator/Biosolids EMS Manager 817.392.4965 steven.nutter@fortworthtexas. gov

- Ben Davis | Dewatering and Environmental Manager
- Eddie Williams | Site Supervisor
- Jason Bowen, PE | Technical Consultant





Upper Johnson Creek Pond Dredging and Grade Control

City of Arlington | Arlington, Texas

The City of Arlington contracted with REI to dredge, dewater, and dispose of sediment accumulated in ponds near Johnson Creek. REI executed the Upper Johnson Creek Pond Dredging and Grade Control Project via auger dredges and a combination of belt filter presses and geotubes. There were two ponds included in this contract totaling just over 13,000 cubic yards. The lagoons were impacted by over 60% sediment fill which affected the quality of aquatic life and downstream water quality. This project also included difficult site conditions, which is why the dewatering measures were expanded to geotubes. The sediment was transported to nearby landowners for beneficial reuse as topsoil replacement.



PROJECT DETAILS

SERVICES COMPLETED

- Dredging
- Transportation
- Disposal
- Dewatering

START DATE January 2019

COMPLETION DATE
July 2021

REFERENCE

City of Arlington (former) Zachary Holmer, Project Manager 713.979.4885 zholmer@dredgit.com

TEAM MEMBERS

■ Ben Davis | Project Manager





CRWS Biosolids Transportation, Application and Disposal Service Agreement

Trinity River Authority of Texas | Fort Worth, Texas

REI has been contracted for two complementary projects to operate and maintain 100% of the Central Regional Wastewater System's Class "A" biosolids by dewatering and transporting to beneficial reuse sites. This service has been continually provided to TRA since 2002 with REI being awarded seven contracts for this work over the past 20+ years.

At roughly 900 wet tons per day of material, this operation is the largest REI operates in terms of quantity of biosolids distributed daily. Throughout the life of the project, TRA and REI have faced challenges in disposal location and application. In 2014, a decision was made to discontinue land application. All biosolids were alternatively sent to local landfills with the intent of returning to beneficial reuse once an improved system that utilizes thermal hydrolysis came online. In 2016, odor nuisance complaints at the local landfills required a return to land application with the caveat that the previous adjacent county was not to be used until thermal hydrolysis system was operational.

In both instances, REI worked swiftly to find an acceptable solution. REI now has over 67,000 acres in noticed land site for TRA spread across DFW, offering a strong risk mitigation strategy for both TRA and REI.

PROJECT DETAILS

SERVICES COMPLETED

- Transportation
- Disposal
- Dewatering

START DATE

November 2002

COMPLETION DATE

November 2024 (estimated)

REFERENCE

Trinity River Authority of Texas Raudel Juarez, Project Manager 214.876.1499 juarezr@trinityra.org

- Ben Davis | Project Manager
- Francisco Martinez | Project Superintendent
- Jason Bowen, PE | Technical Consultant





Client Experience and Additional Previous Project

Since REI began providing dewatering and residuals management services, we have successfully partnered with the following partners on the listed projects.

Dallas Water Utilities

WHITE ROCK LAKE

One of the highest profile jobs for REI consisted of the restoration of White Rock Lake in Dallas, Texas in partnership with an affiliated company, Oscar Renda Contracting. REI worked for 18 months straight, seven days a week, and 24 hours per day to dredge the bottom of the lake to a minimum depth of eight feet. The dredging operation involved two major phases: designing and building the transportation system and the dredging operation itself. Most notably, the dredge transportation system required the construction of a 104,000-foot steel pipeline located above ground that weaved its way through downtown Dallas where it ultimately ended at a former gravel pit for disposal. The temporary pipeline alignment crossed a creek bed, several golf courses, and required bores under two interstate highways and the Trinity River.

The transportation system also included three pump stations. The primary pump station consisted of a 2,000-horsepower pump. Along the dredge pipe alignment, two booster pump stations - consisting of 1,500 horsepower pumps - were installed. The control centers for the booster pump stations were enclosed with bullet-proof sheds and were secured with chain-link fences topped with barbed and razor wire. Slurry was pumped through the 104,000-foot dredge pipeline at a rate of 10,500 gallons per minute. The dredge was equipped with a global positioning system, which included an integrated gyrocompass that served to assure an accurate and continuous course and a degassing system to remove air bubbles to help prevent pump cavitation.

BACHMAN AND ELM FORK SLUDGE PONDS

In September of 2016, REI partnered with sister company, Oscar Renda Contracting, completed the Bachman and Elm Fork Water Treatment Residuals Contract with the City of Dallas, Texas. This project consisted of the dredging, removal, and disposal of over 750,000 cubic yards of residuals from three sludge ponds and a lagoon at the Bachman Water Treatment Plant and the Elm Fork Water Treatment Plant.



Prior to the most recent contract referenced above, REI had been entrusted with the dredging, cleaning, and disposal of over 2,000,000 cubic yards of residuals from the same ponds through contracts in 2006 and 2009. These contracts also included the construction of levees for dredged disposal material.

Trinity River Authority of Texas

REI has a long history with the Trinity River Authority of Texas (TRA) that continues today. In 2001, TRA's Central Regional Wastewater System (CRWS) implemented an EPA Class "A" Excellent Quality (EQ) Biosolids Program. After implementation, TRA awarded a long-term contract to REI for the transportation and land application of 100% of its Class "A" biosolids. This operation is by far the largest that REI operates in terms of quantity of biosolids distributed with roughly 900 wet tons of material transported and distributed daily.

REI was able to leverage the strong reputation of its land application program along with an exceptional working relationships with local farms and ranches to diversify quickly to accommodate the reallocation. REI now has over 67,000 acres in noticed land sites for TRA spread across North Texas. This diversification and geographic dispersion is a strong risk mitigation strategy for TRA and REI. Finally, the communication and strong coordination between TRA and REI to problem solve and work through issues in a timely and efficient manner is something we all cherish.

City of Fort Worth

Fort Worth Biosolids Project In 1990, due to population growth, plant expansions, and wet weather conditions placing limitations on the City of Fort Worth's Village Creek Water Reclamation Facility (VCWRF) sludge drying bed's capacity, combined with changing regulatory requirements,

Additional Previous Projects

Dallas Water Utilities

- White Rock Lake Dredging and Pipeline Project
- Elm Fork WTP (2 contracts)
- Bachman WTP (3 contracts)
- Bachman & Elm Fork Water Treatment Plants Residuals Disposal
- Bachman Lake Dredging project

City of Fort Worth

- Biosolids Project at Village Creek Water Reclamation Facility
- Village Creek Dewatering Facility Public-Private Partnership
- Gas Turbines Maintenance

Trinity River Authority of Texas

- Central Regional Wastewater System Biosolids Transportation and Land Application
- Central Regional Wastewater System Biosolids Disposal
- Central Regional Wastewater System Solids Dewatering

City of Sherman

 Post Oak Water Treatment Plant 5-Year Biosolids Project

City of Cleburne

 Wastewater Treatment Plant Dewatering, Lime Stabilization, Transportation and Beneficial Use of Biosolids

VCWRF personnel began exploring cost-effective alternative biosolids dewatering and proper disposal by beneficial recycling. Geographically (with farm and ranch land in all directions) "beneficial recycling" by land application and dewatering" by belt-filter press, was found to be the most cost effective solution.

In 1991, a privatized contract was awarded to REI (then called Agronomic Management Group) to design, build, own and operate the VCWRF's dewatering facility combined with biosolids testing, reporting, transport, and beneficial recycling of 40% of the daily liquid biosolids production. Since then, **beneficial recycling of biosolids on noticed agricultural land is an expanding, proven, sustained, full-scale operation that has been continuously operated in compliance by REI personnel for over a quarter century.**



In 1995, due to the success, low cost, and positive public support gained by this Public-Private "Partnership", subsequent contracts were issued increasing to 100% the volume of daily VCWRF biosolids production (**90 dry tons per day**) which was dewatered by belt-filter press, transported and beneficially used by REI.

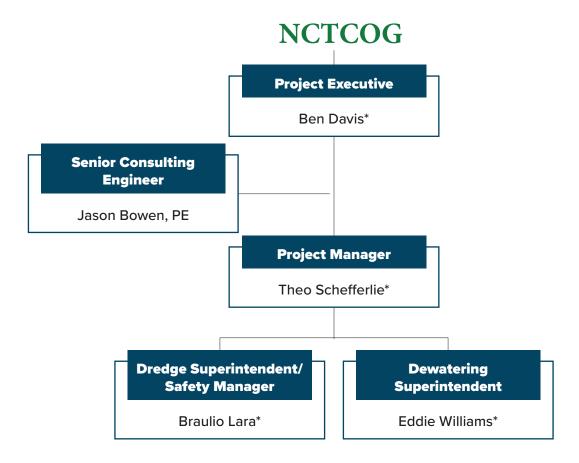
As a cost saving measure, in 2005, the City of Fort Worth decided to utilize REI's services for the operation and maintenance of their gas turbines. This was coupled with the maintenance of their landfill gas contract that supplies the turbines with 70% of its fuel. Through operational efficiency and low downtime the City of Fort Worth experienced significant savings through this addition to the partnership.

REI's leadership and project management has resulted in the City of Fort Worth winning two EPA "Environmental Excellence" Awards (Land Application Operations and Public Acceptance Activities) and One AWWA/WEAT "Watermark" award for Communications Excellence Audio/Visual Category.

City of Sherman (Post Oak Wastewater Treatment Plant)

In the fall 2010, REI began a 3 year contract with the City of Sherman. The contract called for mobile dewatering of the biosolids in 4 large holding basins in addition to the material that was being generated from the City's digesters. The combined total of biosolids that was to be removed was over 10,000 dry metric tons. REI set up two, two-meter belt filter presses on site to dewater the city's biosolids from both the digester and the holding basins with the biosolids originally going to landfill until Renda Environmental secured a sludge processing permit from the Texas Commission on Environmental Quality that allowed for the processing of the material into Class A Excellent Quality biosolids to allow for land application.

d Personnel



^{*}Key team members Resumes included on the following pages.



Ben Davis

Project Executive

YEARS OF EXPERIENCE 16 Years

EDUCATION

Masters in Business Administration, University of Texas at Arlington

Bachelor of Science, Agriculture, Texas A&M University

AFFILIATIONS

Chair of the Sustainable Residuals Use Subcommittee | Water Environment Federation's Residuals and Biosolids Ben is experienced in comprehensive biosolids management practices. Ben's responsibilities range from updating company standard operating procedures to ensuring regulatory compliance. Key roles include coordinating land application schedules, performing project management for construction initiatives, and conducting both internal and external Environmental Management System Audits. His proficiency in communicating with landowners and managing analytical analysis underscores his commitment to excellence in environmental management. Ben is currently working on our North Texas Municipal Water District project and helps manage our TRA project, but will be the overall manager of this Dallas Bachman Lake Dredge Project if awarded to REI.

RELEVANT EXPERIENCE

- Bachman Lake Dredging 2021 Project City of Dallas/
 DWU Project Manager. Dredging, Dewatering and Disposal of several hundred thousand cubic yards of lake material and trash. Used advanced screening techniques, clarifiers, and 14 belt presses in series to complete project on time and on budget with very experienced dredging and dewatering teams. Over 250,000 cubic yards of material removed from lake during project.
- Elm Fork Residuals Removal and Disposal• City of Dallas/
 DWU Project Manager. Dredging and Dewatering and
 Disposal of residuals from Pond C and Lagoons 1, 2, and 3 at
 Elm Fork Water Treatment Plant in Carrollton, Texas. Project has
 advanced on time and on budget with completion at the end of
 September 2024.
- Residuals Removal, Hauling, and Disposal North Texas Municipal Water District • Project Manager. Dredging, loading into tankers, haul-out to TCEQ registered fields, and residuals injected into land for beneficial reuse of water plant residuals. Over 190,000 dry tons removed from plant since 2021 with operations continuing through May 2025.
- Village Creek WWTP City of Fort Worth Project Manager. Dredging, Dewatering, and Disposal of sludge from wastewater treatment plant. Also, responsible for cleaning lagoons and tanks from plant using dredging equipment to send to beltpresses for final dewatering and disposal.
- Trinity River Central WWTP Trinity River Authority of Texas Project Manager. Dredging Dewatering, and Disposal of sludge from wastewater treatment plant. Also ran mobile presses to add capacity to plant when facility was encountering operational issues. Beneficial reuse of sludge residuals through composting, windrowing, and other enhancement methods.



Theo Schefferlie

Project Manager

YEARS OF EXPERIENCE 45 Years

EDUCATION

Bachelor of Science, Heavy Civil Engineering, Zeelan College Vlissingen

LICENSES AND CERTIFICATIONS

USACE QCM certified 40 Hr. EM 385-1-1 OSHA 30

8Hr First Aid/CPR/AED

Theo is a highly experienced professional with a robust background in Dredging and Marine/Shore-based Construction projects across four continents. He is safety-oriented and possesses comprehensive knowledge of contract law, claims preparation, and client and contractor interactions. His extensive experience encompasses a wide array of projects, including Dredging, Civil Construction, and Marine Construction. Theo has worked on dams, embankments, pilings, sheet piling, cofferdams, caissons, and deep excavation projects. He is skilled in QA/QC control, surveys, and ground treatment works, and has expertise in the installation of pipelines, high voltage substations, and concrete bridges. Additionally, Theo is proficient with various types of dredgers and construction equipment, ensuring efficient and high-quality project execution.

RELEVANT EXPERIENCE

- Residuals Removal, Hauling, and Disposal North Texas Municipal Water District • Project Manager. Dredging, loading into tankers, haul-out to TCEQ registered fields, and residuals injected into land for beneficial reuse of water plant residuals. Over 190,000 dry tons removed from the plant since 2021 with operations continuing through May 2025.
- Elm Fork Residuals Removal and Disposal City of Dallas/
 DWU Project Manager. Dredging and Dewatering and
 Disposal of residuals from Pond C and Lagoons 1, 2, and 3 at
 Elm Fork Water Treatment Plant in Carrollton, Texas. Project has
 advanced on time and on budget with completion at the end of
 September 2024.
- Bachman Lake Dredging 2021 Project City of Dallas/
 DWU Project Manager. Dredging, Dewatering and Disposal of several hundred thousand cubic yards of lake material and trash. Used advanced screening techniques, clarifiers, and 14 belt presses in series to complete project on time and on budget with very experienced dredging and dewatering teams. Over 250,000 cubic yards of material was removed from the lake during this project.
- Clinton Park Dike Rise and PA-13 Project USACE Galveston District • Project Manager and CQC. Total of works \$21M, contracts delivered ahead of schedule and under budget.
- Baltimore District USACE Project Manager. Total revenue \$9M, cutter dredger with one booster station, 26k ft pipeline includes cross country moves from CA to MD with dredger and auxiliary equipment.



Braulio Lara

Dredge Superintendent/Safety Manager

YEARS OF EXPERIENCE 23 Years

CERTIFICATIONS
USACE QCM certified
OSHA 30
8Hr First Aid/CPR/AED

Braulio is a seasoned professional with extensive experience in Dredging and Dewatering. As an experienced machine and construction equipment operator, he excels in managing both large and small dredging equipment. As Superintendent and Safety Manager, Braulio is responsible for overseeing dredging operations and has a strong proficiency with small remotely operated dredging equipment, ensuring efficient and precise project execution.

RELEVANT EXPERIENCE

- Residuals Removal, Hauling, and Disposal North Texas Municipal Water District • Project Superintendent. Dredging, loading into tankers, haul-out to TCEQ registered fields, and residuals injected into land for beneficial reuse of water plant residuals. Over 190,000 dry tons removed from plants since 2021 with operations continuing through May 2025.
- Elm Fork Residuals Removal and Disposal City of Dallas/ DWU • Project Superintendent. Dredging and Dewatering and Disposal of residuals from Pond C and Lagoons 1, 2, and 3 at Elm Fork Water Treatment Plant in Carrollton, Texas. Project has advanced on time and on budget with completion at the end of September 2024.
- Various Dredges Texas and other Gulf states Captain. As dredge Captain, responsible for the day-to-day production, safety reporting and toolbox talks on board various dredges in Texas and other Gulf states.
- QA/QC Control USACE Captain. Dredge Captain also responsible for the QA/QC control on USACE jobsites.



Eddie Williams

Dewatering Superintendent

YEARS OF EXPERIENCE 23 Years

EDUCATION

Advanced Water Treatment, Arizona Western College

Water Management, Department of Interior, Bureau of Reclamation

LICENSES AND CERTIFICATIONS

TCEQ Wastewater Operator License

Eddie develops work schedules, maintains training of current and new employees, performs lab duties such as pH test and percent solids calculations, collects grab samples, maintains sample records, and submits written and verbal reports. As dewatering superintendent Eddie will manage our belt press operations, adjusting flows, polymer injection, and maintaining a consistent output of dewatered solids. He will then coordinate delivery to our drying area for further processing or loading for final disposal.

RELEVANT EXPERIENCE

- Bachman Lake Dredging 2021 Project City of Dallas/
 DWU Dewatering Superintendent. Dredging, Dewatering and
 Disposal of several hundred thousand cubic yards of lake material
 and trash. Used advanced screening techniques, clarifiers,
 and 14 belt presses in series to complete project on time and
 on budget with very experienced dredging and dewatering
 teams. Over 250,000 cubic yards of material removed from lake
 during project.
- Elm Fork Residuals Removal and Disposal City of Dallas/
 DWU Dewatering Superintendent. Dredging and Dewatering and Disposal of residuals from Pond C and Lagoons 1, 2, and 3 at Elm Fork Water Treatment Plant in Carrollton, Texas. Project has advanced on time and on budget with completion at the end of September 2024.
- Residuals Removal, Hauling, and Disposal North Texas Municipal Water District • Site Superintendent. Dredging, loading into tankers, haul-out to TCEQ registered fields, and residuals injected into land for beneficial reuse of water plant residuals. Over 190,000 dry tons removed from plant since 2021 with operations continuing through May 2025.
- Village Creek WWTP City of Fort Worth Dewatering Facility Superintendent. Dredging, Dewatering, and Disposal of sludge from wastewater treatment plant. Also, responsible for cleaning lagoons and tanks from plant using dredging equipment to send to beltpresses for final dewatering and disposal.
- Trinity River Central WWTP Trinity River Authority of Texas Dewatering Superintendent. Dredging Dewatering, and Disposal of sludge from wastewater treatment plant. Also ran mobile presses to add capacity to plant when facility was encountering operational issues. Beneficial reuse of sludge residuals through composting, windrowing, and other enhancement methods.

e Licenses and Certifications

All necessary licenses and certifications are listed on our key team members' resume. Any further information can be provided upon request.