

TXShare

Your Public Sector Solutions Center

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

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

JK Tank Services, LLC

Legal Name of Proposing Firm

Katie Mahan

Contact Person for This Proposal

Assistant Manager

Title

903-839-2830 ext 2

Contact Person Telephone Number

katie@texastankservices.com

Contact Person E-Mail Address

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Street Address of Principal Place of Business

Whitehouse, TX

City/State

75791

Zip

103 Stacy Dr

Mailing Address of Principal Place of Business

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City/State

75791

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Katie Mahan

Point of Contact for Contract Negotiations

Assistant Manager

Title

903-839-2830 ext 2

Point of Contact Telephone Number

katie@texastankservices.com

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

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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: Water Storage Tank Inspection Services

Service Category #2: Water Storage Tank Cleaning Services

Service Category #3: Other Ancillary Goods or Services

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 How Does a Cooperative Purchasing Program Work?

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 How Does a Government Entity Benefit?

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 How Does A Vendor Benefit?

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 TXShare 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

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	September 30, 2024	5:00 PM CT
Proposal Due Date	October 9, 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 Need help?

Join the meeting now

Meeting ID: 232 602 132 940

Passcode: HsTV7j

Dial in by phone

+1 903-508-4574,,410339421# United States, Tyler

(903) 508-4574,,410339421# United States (Toll-free)

Find a local number

Phone conference ID: 410 339 421#

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 **September 30, 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 www.publicpurchase.com 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 9, 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: 226 091 551 507

Passcode: HzxQpz

Dial in by phone

[+1 903-508-4574](#), [655247115#](#) United States, Tyler

[Find a local number](#)

Phone conference ID: 655 247 115#

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.

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 request 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
<i>Key Personnel</i>	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 6.0 .	Pass/Fail – 5%
<i>References</i>	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 6.0 .	Pass/Fail - 5%
Weighted Scoring Criteria		Weighted Maximum Percentage Points
<i>Project-Related Experience and Qualifications</i>	Points will be awarded based on the <u>clear inclusion and quality of response</u> of response regarding the required information regarding <i>Project-Related Experience and Qualifications</i> , as outlined in greater detail in Section 6.0 .	20%
<i>Technical Proposal</i>	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 6.0 .	50%
<i>Proposal Pricing</i>	Points will be awarded based on responses to <i>Exhibit 1 - Pricing</i> , as outlined in greater detail in Section 6.0 .	20%
TOTAL POSSIBLE PERCENTAGE POINTS		100%
Additional Points Criteria		Additional Points
<i>Proof of HUB Certification</i>	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 points

SECTION 5: SPECIFICATIONS

5.0 SCOPE OF WORK

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

Service Category #1: Water Storage Tank Inspection Services – to include, but no limited to:

- Conducting thorough visual inspection of the tank's interior and exterior.
- Assessment of structural integrity, including checking for corrosion, leaks, and other damages.
- Evaluation of the tank's coatings and linings.
- Assess structural integrity, safety and compliance with relevant regulations.
- Provide detailed reports of findings, including underwater inspection videos, photographs and recommendations for repairs and maintenance.
- Ensure all inspections are compliant with industry standards and regulations such as American Water Works Association (AWWA) and Texas Commission on Environmental Quality (TCEQ).

Service Category #2: Water Storage Tank Cleaning Services - to include, but not limited to:

- Perform routing cleaning of water storage tanks.
- Removal of sediment, debris, and biofilm from the tank interior.
- Disinfection of the tank to eliminate microbial contamination.
- Safe disposal of all waste materials in accordance with local regulations.
- Disinfect tanks using approved methods to ensure water quality and safety.
- Document cleaning procedures and submit a comprehensive report detailing the cleaning activities, findings, and recommendations for any necessary repairs or maintenance upon completion.

Service Category #3: Other Ancillary Goods or Services – may include, but not limited to:

- Emergency Response Services
- Leak Detection and Repair
- Coating and Lining Services
- Structural Repairs
- Sediment Analysis
- Water Quality Testing
- Drone Inspections
- Bypass Solutions
- Offer recommendations for upgrades or modifications to improve tank performance.
- Assist with regulatory compliance documentation and reporting.

Proposing vendors shall provide one or more of the categories of products and services including, but not limited to, water storage tank inspection, cleaning services, and other ancillary goods and services. In your proposal narrative, please explain which category or categories you are proposing. Include a detailed proposal that describes how the proposed services will be performed. Proposals must demonstrate the respondent's capability to provide **all or part** of the requested services. A Respondent's proposal will be evaluated only for the products and services that they propose.

NCTCOG reserves the right to select the proposal or proposals offering the most advantageous combination, with price and other evaluation criteria considered. Respondent should furnish pricing related to each item on which Respondent wishes to propose, and either leave the questions for other items unanswered (blank) or indicate "No Bid." The NCTCOG will consider items individually and make awards on each item independently.

5.1 SPECIAL REQUIREMENTS

The following are special conditions and specifications that apply to this RFP.

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

5.1.1 Contractor's Responsibilities

The Contractor shall furnish all labor, tools, equipment, materials, supplies and mobilization required to effectively perform the required services in accordance with the specifications described herein. All travel time or mileage is the responsibility of the Contractor.

The Contractor shall comply with the Social Security Act, Workers' Compensation laws and Unemployment laws of the State under which it is operating in as all State, Local and Federal legislation, rules and regulations associated with maintenance and construction relevant to the Contractor's business for the term of this contract.

The Contractor shall cooperate fully with the Customer, county, municipal, and local government officials, and all such others as may be required in the performance of this Contract. This includes attending meetings, discussions, and hearings, as required; presenting data as requested from time to time by the Customer to facilitate cooperation; and compliance with all directives issued by the Customer.

The Contractor certifies they have all authorizations required by, and will comply with any and all rules and regulations established by any federal, state or local authority having jurisdiction over the services to be performed including, but not limited to, any applicable laws, rules and regulations relating to public water supplies and water utility systems or components thereof, and persons performing duties relating to such public water supplies and water utility systems or components.

5.1.2 General Safety Requirements

The contractor shall adhere to all safety requirements outlined in this RFP.

1. General Safety Requirements
 - a. All items and work proposed must comply with and be conducted in compliance with current applicable OSHA safety regulations and any other applicable local, state, or federal safety standards.
 - b. The contractor is responsible for ensuring that all personnel are properly trained and equipped to perform their duties safely.
2. Deviation from Industry Standard
 - a. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. Personal Protective Equipment
 - a. Contractors are required to provide and enforce the use of appropriate PPE, including but not limited to hard hats, gloves, safety glasses, and harnesses.
 - b. All PPE must be maintained in good condition and meet industry standards.
4. Confined Space Entry
 - a. For inspections and cleaning that require entry into confined spaces, the contractor must adhere to confined space entry protocols.
 - b. A permit system must be used, and all personnel must be trained in confined space entry procedures.
 - c. Atmospheric testing and continuous monitoring must be conducted to ensure safety.
5. Equipment Safety
 - a. All equipment used for inspection and cleaning must be inspected and maintained regularly.

- b. The contractor must ensure that all equipment meets safety standards and is operated by qualified personnel.
- 6. Safety Training
 - a. The contractor must provide documentation that all employees involved in the project have completed relevant safety training.
 - b. Training should include, but not be limited to hazard recognition, emergency response, and specific procedures related to water tank inspection and cleaning.

5.3 OTHER REQUIREMENTS

5.3.1 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.

5.3.2 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 does not 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**.

5.3.3 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 all or part of the requested services. A proposal will be evaluated only for the services it proposes.

5.4 CONTRACT TYPE

If awarded, your proposal will result in a fixed price contract based on submitted pricing you propose.

5.5 CONTRACT TERM

A contract resulting from this RFP shall be effective for 24 months 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.

5.6 WARRANTY/GUARANTEE

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

5.7 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 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.

5.8 QUALITY

It is expected that you have knowledge of all applicable industry standards, laws, and regulations such as American Water Works Association (AWWA) and Texas Commission on Environmental Quality (TCEQ) and possess the experience and ability to market and distribute the goods or services to members of the cooperative.

5.9 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.

5.10 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.

5.11 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.

5.11.1 Category Discount

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 are not 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 are 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 not, 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 indicate how the different discounts apply to which goods or service subcategories.

5.11.2 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, is to be attached to the Bid Price Worksheet 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.

- 5.11.3 Exhibit 1 Categories Offered – All bidders must complete this form to indicate which categories they 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.

- 5.11.4 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 the items listed, they are asked to only fill out those that they do provide.

Respondents are not expected to be able to provide the entirety of the desired goods and/or services, though are welcome to if they are able.

- 5.11.5 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.

- 5.11.6 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.

5.12 INDIVIDUAL CUSTOMER REQUIREMENTS

Other requirements may be negotiated by the Customer with the awarded contractor as part of the individual Customer orders such as performance & payment bonds, maintenance bond, wage rates, local work requirements, adjusted insurance requirements, etc. which may affect final quotation cost.

5.13 PROFESSIONAL SERVICES

The scope of services in this RFP and any resulting contract award do not include services that are required to be procured under the Professional Services Procurement Act, Chapter 2254 of the Texas Government Code, including without limitation architecture and professional engineering services. Professional services must be procured by TXShare members separately.

SECTION 6: HOW TO SUBMIT YOUR PROPOSAL

6.0 INSTRUCTIONS FOR RESPONDENTS

Please provide a written response regarding your 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 must consist of your responses to the Required Response Information outlined below and completed Attachments I-X.

Required Response Information

Each section of information should be *clearly defined* using the following section or heading titles:

Certificate of Offeror and Statement of Understanding

The initial submission pages of your proposal will consist of:

1. Addenda acknowledgement and signature of authorized representative (page 1 of this solicitation document)
2. A brief statement of the respondent's understanding of the work to be done or desired deliverables requested in the solicitation.

Key Personnel

If applicable in providing services under this contract, attach statements of qualifications or resumes for all **managers, supervisors, and other team members** who will be involved in the management of the delivery of goods or services under this RFP. Please reference which staff possess the requested security certificates referenced in Section 5.0 and Exhibit 1.

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 organization'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 **organization's and/or individual's** ability to meet each requirement as outlined in the Scope of Work (Section 5.0). Include a brief statement of the respondent's background, including years in business, for the requested services and 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. It should also clearly indicate any major requirements that cannot be met by the organization or individual.

If applicable, identify any subcontractors or third-party services that are utilized in the performance of fulfilling this RFP. Provide a general explanation and chart which specifies project leadership and reporting responsibilities, and how the team will interface with NCTCOG and Participating Entities' project management and team personnel.

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 as outlined in Section 5.0: Specifications and Exhibit 1.

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

Additional consideration may be allocated upon the following:

1. Description of the services for which the Proposer is able to provide. In responding, please use the categories identified in Exhibit 1 of this RFP.
2. Description of the Proposer's process for responding to an order for product.
3. Description of the Proposer's customer satisfaction services, to include any warranty and/or repair capabilities.
4. Description of the Proposer's invoicing process used by the Proposer.
5. Any assumptions made in responding to the requirements.
6. Any exceptions to the requirements. If there are no exceptions, Proposer shall explicitly state that no exceptions are taken to any part of this RFP. Offer must be in compliance with stated terms and conditions unless NCTCOG accepts identified exceptions of the Proposer.
7. Any special features or services the Proposer is proposing in response to the requirements that are included within the pricing provided.

Pricing

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

Points will be awarded on the basis of the competitiveness of the Cost Proposal. <OR>

Points will be awarded on the basis of the overall cost effectiveness and clarity in identifying/explaining costs.

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 - Please include signed copies of all ATTACHMENTS (beginning with ATTACHMENT 1) appended to the back of this solicitation document. All attachments must be submitted with the proposal, or the proposal may be disqualified as nonresponsive. If an attachment does not apply, please mark as "Not Applicable" and submit with the proposal.

REQUIRED ATTACHMENT CHECKLIST

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

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

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

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

Compliance with the Solicitation

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

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

Compliance with the NCTCOG Standard Terms and Conditions

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

Acknowledgment of Insurance Requirements

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

Name of Organization/Contractor(s):

Texas Tank Services

Signature of Authorized Representative:

Kate Mahan

Date: 9/27/2024

ATTACHMENT II: CERTIFICATIONS OF OFFEROR

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

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

Name of Organization/Contractor(s):

Texas Tank Services

Signature of Authorized Representative:

Katie Mahan

Date: 9/27/24

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

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

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

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

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

Name of Organization/Contractor(s):

Texas Tank Services

Signature of Authorized Representative:

Kate Alake

Date: 9/27/24

ATTACHMENT IV: RESTRICTIONS ON LOBBYING

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

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

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

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

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

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

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

Name of Organization/Contractor(s):

Texas Tank Services

Signature of Authorized Representative:

Marta Maher

Date: 9/27/24

ATTACHMENT V: DRUG-FREE WORKPLACE CERTIFICATION

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

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

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

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

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

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

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

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

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

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

Name of Organization/Contractor(s):

Texas Tank Services

Signature of Authorized Representative:

Kate Blake

Date: 9/27/24

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

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

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

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

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

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

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

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

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

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

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

Name of Organization/Contractor(s):

Texas Tank Services

Signature of Authorized Representative:

Kate Mahan

Date: 9/27/24

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

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

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

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

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

OFFICE USE ONLY

Date Received:

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

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

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

Name of Officer

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

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

☐

Yes

☐

No

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

☐

Yes

☐

No

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

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

ATTACHMENT VII: CERTIFICATION OF FAIR BUSINESS PRACTICES

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

Name of Organization/Contractor(s):

Texas Tank Services

Signature of Authorized Representative:

Kate Maher

Date:

9/27/24

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

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

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

Indicate the certification that applies to your corporation:

☒

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

☐

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

Type of Business (if not corporation):

☒

Sole Proprietor

☐

Partnership

☐

Other

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

Katie Mahan - Assistant Manager
(Printed/Typed Name and Title of Authorized Representative)

Katie Mahan
Signature

Date: 9/27/24

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

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

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

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

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

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

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

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

Vendor to Sign Below to Attest to Validity of Certification:

N/A

Vendor Name

Authorized Signature

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.

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

Katie Mahan
Katie Mahan
Texas Tank Services
9/27/24

-OR-

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

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

DISCRIMINATION AGAINST FIREARMS ENTITIES OR FIREARMS TRADE ASSOCIATIONS

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

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

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

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

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

SIGNATURE OF AUTHORIZED
PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

Kate Mahan
Katie Mahan
Texas Tank Services
9/27/24

-OR-

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

SIGNATURE OF AUTHORIZED
PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

BOYCOTTING OF CERTAIN ENERGY COMPANIES

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

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

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

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

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

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

Kate Mahan
Katie Mahan
Texas Tank Services
9/27/24

-OR-

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

SIGNATURE OF AUTHORIZED PERSON:

NAME OF AUTHORIZED PERSON:

NAME OF COMPANY:

DATE:

EXHIBIT 1: CATEGORIES OFFERED AND PRICING PROPOSAL

Place select each category you are offering in your proposal:

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

Proposed Contractual Discounts on Pricing for Categories Offered

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

Current Published Price List for Items Offered

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

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

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

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

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

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

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

EXHIBIT 1 - BID PRICE WORKSHEET

Service Category #1: Water Storage Tank Inspection Services Catalog and/or Pricelist MUST be included, or proposal will not be considered.		
Item	Description	% Discount off Current List
1	State % Discount off catalog/pricelist for Water Storage Tank Inspection Services described in Section 5. Specifications	N/A
	Bidder Notes: <i>Inspection cost waived if cleaning is performed at the same time (per tank)</i>	
Service Category #2: Water Storage Tank Cleaning Services Catalog and/or Pricelist MUST be included, or proposal will not be considered.		
Item	Description	% Discount off Current List
2	State % Discount off catalog/pricelist for Water Storage Tank Cleaning Services described in Section 5. Specifications	N/A
	Bidder Notes: Pricing is for up to 3 inches. Any levels exceeding 3 inches will incur \$350/inch	
Service Category #3: Other Ancillary Goods or Services Catalog and/or Pricelist MUST be included, or proposal will not be considered.		
Item	Description	% Discount off Current List
3	State % Discount off catalog/pricelist for proposed services. Describe Below:	N/A

EXHIBIT 2: SAMPLE MARKET BASKET FORM

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

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

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

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

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

Market Basket Form for RFP 2024-135							
Service Category #1: Water Storage Tank Inspection Services							
Item #	Item Description	Unit of Measure	Quantity	Unit List Price	% Discount	Unit Net Price After Discount	TOTAL
Annula TCEQ Inspection - Includes all labor, tools, equipment, materials, supplies and incidentals for Water Storage Tank Inspection Services as outlined in Section 5: Specifications Location: 616 Six Flags Drive, Arlington, TX							
1	3 MG Ground Water Storage Tank	EACH	2	499	—	499	998
2	6 MG Ground Water Storage Tank	EACH	3	499	—	499	1,497
3	1 MG Hydropillar Elevated Water Storage Tank	EACH	1	499	—	499	499
4	2 MG Hydropillar Elevated Water Storage Tank	EACH	3	499	—	499	1,497
Service Category #2: Water Storage Tank Cleaning Services							
Item #	Item Description	Unit of Measure	Quantity	Unit List Price	% Discount	Unit Net Price After Discount	TOTAL
Includes all labor, tools, equipment, materials, supplies and incidentals for Water Storage Tank Cleaning Services as outlined in Section 5: Specifications							
5	3 MG Ground Water Storage Tank	EACH	2	6300	—	6300	12,600
6	6 MG Ground Water Storage Tank	EACH	3	9950	—	9950	29,850
7	1 MG Hydropillar Elevated Water Storage Tank	EACH	1	3500	—	3500	3,500
8	2 MG Hydropillar Elevated Water Storage Tank	EACH	3	4500	—	4500	13,500
OVERALL SUBTOTAL							59,450

EXHIBIT 3: SERVICE DESIGNATION AREAS

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

(Exhibit 3 continued on next page)

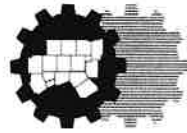
Nationwide Service Area Designation or Identification Form			
Proposing Firm Name:			
Notes:		Indicate in the appropriate box whether you are proposing to provide service to all Fifty (50) States. Will service all fifty (50) states ☐ Will not service fifty (50) states ☒	
		If you are not proposing to 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 (write "ALL" if proposing to service entire state)	Designated 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	ALL	
19.	Maine		
20.	Maryland		

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

End of Exhibit 3

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Your Public Sector Solutions Center



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

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

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

I. QUESTIONS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

END OF ADDENDUM NO. 1

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

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

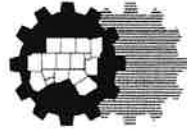
COMPANY NAME: Texas Tank Services

SIGNATURE: Kate Mahan

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

TXShare

Your Public Sector Solutions Center



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

ISSUED: OCTOBER 9, 2024

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

Section 3: General Information, 3.3 Solicitation Schedule

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

Proposal Due Date	October 16, 2024	2:00 PM CT
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END OF ADDENDUM NO. 2

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

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

COMPANY NAME: Texas Tank Services

SIGNATURE: Kat Mah

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



JK TANK SERVICES LLC dba: Texas Tank Services

Communication

Texas Tank Services is a full service asset management company providing repairs and maintenance for water infrastructures most specifically to finished water storage.

Certifications

Confined Space
CPR Techniques
Fall Protection
First Aid
Lead Exposure
Toxic Materials
ADC Certification
SPRAT Rope Access

Experience

Established 2008
Jeff Kannard-Owner

References

[Available upon request.]



103 Stacy Drive
Whitehouse, TX. 75791



903-839-2830



ashley@texastankservices.com



www.texastankservices.com



Jeff Kannard
103 Stacy Dr.
Whitehouse, Texas 75791
jeffkannard@yahoo.com
903-952-3740

Professional Statement:

- Highly skilled manager/business owner. NACE CIP Level 1 Coatings Inspector. Successful account manager and outside sales person.

Work Experience:

- Matera Paper Company 1993-1999

Branch Manager of Austin Texas branch of multi location distributor for paper/janitorial and hospital disinfectants-chemicals. Maintained sales and staff to meet company goals while managing a territory of 100+ accounts.

- Tyler Honda 1999-2008

Owner of successful Honda motorcycle business. Involved in daily business from front line sales, parts, service departments, finance and insurance. Sold business in April of 2008

- International Diving Services 2008-2010

Co-owner of commercial dive services company, Company focus was on municipal water system maintenance and inspections. Ran day-to-day operations. Partnership buyout in October of 2010

- Texas Tank Services 2010-Present

Owner/General Manager of full service maintenance company focusing on the infrastructure of water treatment/storage and distribution. Full line of services including; TCEQ inspections, component replacement and repair, sandblast-recoat, NACE coatings inspections and SPRAT rope access/difficult access work at heights projects.

Certifications:

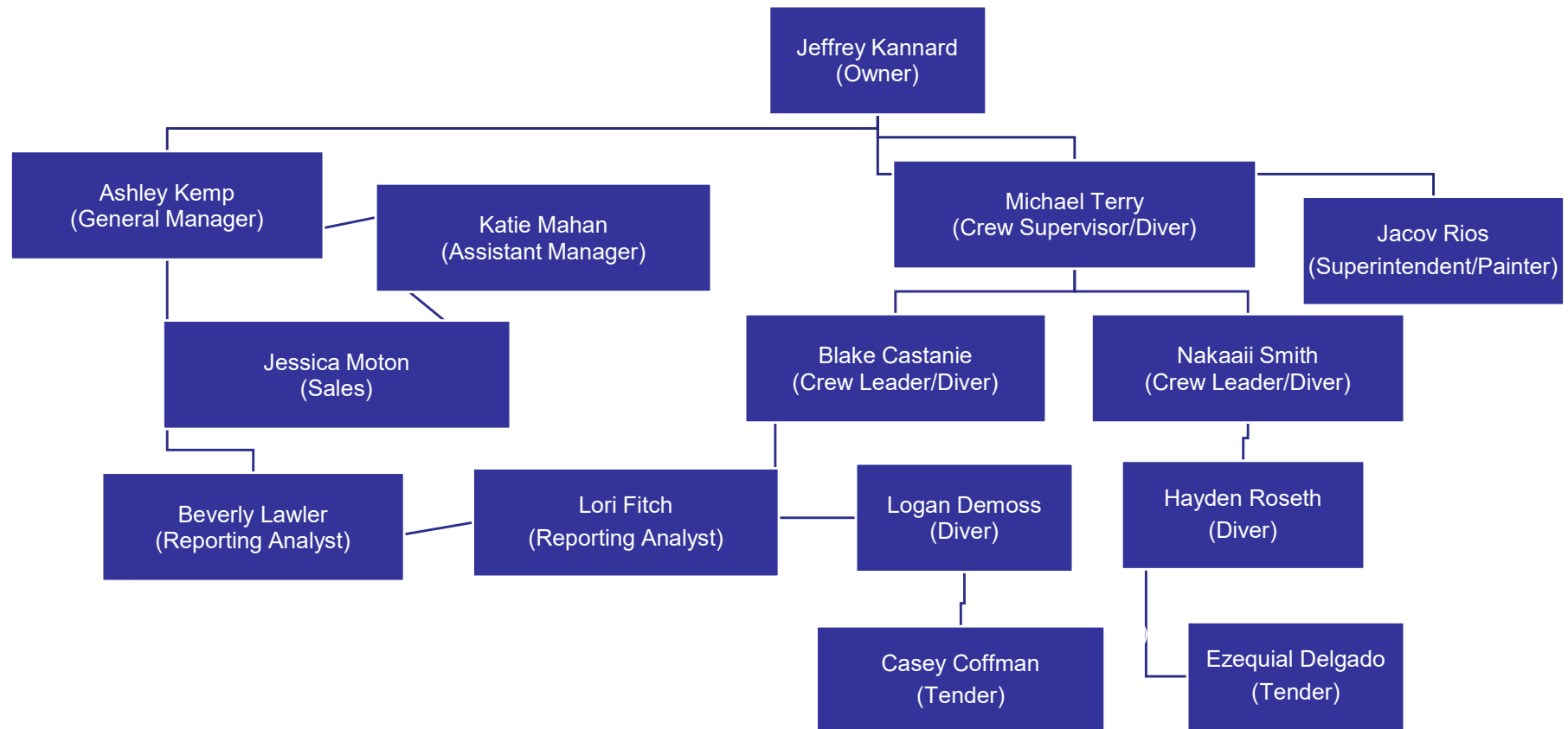
- NACE CIP Level 1
- SPRAT Rope Access Technician
- OSHA 10-Hour Hazard Training

Education:

- Austin Community College Associates Degree in Business Administration

Texas Tank Services

103 Stacy Drive Whitehouse, TX. 75791



Dive Equipment for Jobs

- Divers umbilical w communications wire
 - Supplied pneumatic air compressor
- Onboard secondary air source. Onboard emergency air source (K Bottle)
firs stage regulator, pressure gauge and over pressure relief valve.
- Trailer should be equipped with scuba dive tanks for emergency water
storage tank exit and possible escape conditions.
 - Commercial diver's umbilical life line, with pneumatic hose and
communications cable.
- Diver's dry suit, dive helmet, dive boots, gloves & dive hood. Dry suit seal
repair kits should be available onsite
- Video recording system with communications box for live communication
 - First aid kit and fire extinguisher
 - Radio for Dive Tender at entry point
- Retrieval tri-pod for confined space entry with man rated winch.



Texas Tank Services

Whitehouse, Texas

Specializing in Water Storage Maintenance

REFERENCES

<u>ACCOUNT</u>	<u>CONTACT</u>	<u>PHONE</u>
City of Allen	Paul McGinnis	214.509.3102
City of Atlanta	Bobby Washington	903.799.4059
Wharton County WCID	Ed Vacek	979.335.4131
City of Groveton	Donna	936.642.1122
Nueces County WCID #3	Hector Benavidez	361-387-1042
Benbrook Water Authority	Isaac Kohley	817.443.3128
River Acres Water Supply	Hector Benavidez	361-387-2614



Texas Tank Services

103 Stacy Drive

Whitehouse, TX. 75791

SAFETY PLAN

Reviewed and/or Revised

Signature:	Date:
<i>Jeffrey Kannard-Owner</i>	<i>February 23, 2021</i>

USF Management Safety Policy

The management of this organization is committed to providing employees with a safe and healthful workplace. It is the policy of this organization that employees report unsafe conditions and do not perform work tasks if the work is considered unsafe. Employees must report all accidents, injuries, and unsafe conditions or activities to their supervisors. No such report will result in retaliation, penalty, or other disincentive.

Employee recommendations to improve safety and health conditions will be given thorough consideration by this company. Management will give true attention to and provide the financial resources for the correction of unsafe conditions.

Management will promote and influence safe work behavior. This will be accomplished by both positive reinforcement of the correct and safe activity, and by disciplinary action for those who willfully or repeatedly work in an unsafe manner.

Disciplinary action will take the form of:

1. Written warning or,
2. Written warning and suspension without pay or,
3. Termination of employment.

Top management reserves the right to terminate the employment of any employee (including managers, supervisory personnel, etc.) at any time for non-conformance of company policies.

Management will participate in establishing and maintaining an effective injury illness prevention plan (IIPP). This will include the following:

- Holding all management and supervisory staff accountable for their safety responsibilities in their respective departments, jobs, crews or workplaces;
- Providing safety and health education and training as needed;
- Establishing a safety and health goal(s) that is specific for this company/establishment and objectives to meet that goal(s).
- Periodically (at least annually) review and update workplace safety policies, practices, performances, injury/illness trends, and the accomplishment of the established goal(s) and objectives.

This policy statement serves to express this company's commitment to and involvement in providing our employees a safe and healthy workplace. This workplace safety and health program will be incorporated as the standard of practice for this organization. Compliance with these safe practices and those of any regulatory agency will be required of all employees as a condition of continued employment.

Signature of Owner/Manager: Jeffrey Kannard-Owner

Date: 02-23-2021

Responsibilities

Manager

- Ensure that safety is adequately budgeted for the department, job, etc.
- Communicate safe work practices regularly within the department.
- Attend departmental and company-wide safety meetings.
- Formally recognize outstanding safety performance by any/all personnel.
- Assist the Supervisor/Superintendent or any other personnel with the safety process as needed or as requested. This can include formal worksite periodic inspections.
- Review on a regular or periodic basis incident reports, inspection report data, etc. so that these indicators of potential system deficiencies can be, reviewed or further assessed the root causes and considerations for improvement can be assessed.
- Uphold and enforce all known safe work practices.
- Be represented in the periodic (at least annual) audit of this IIPP

Crew Leaders

- Ensure new-hire orientation is given to new employees, or is followed up at the work level
- Ensure employees are given training that includes safe work practices on equipment, tools, machines, processes, etc.
- Personally conduct--or designate a qualified personnel to conduct-- regular inspections of the workplace
- Conduct frequent (daily) work discussions prior to the start of work that include safe work practices
- Uphold and enforce safe work practices. This includes influencing safe behavior by positive reinforcement such as recognition of worker's safe work performance, and/or monetary or gift awards for safe behavior. Enforcement action can also influence safe behavior when applied towards workers who blatantly perform unsafe acts, or who continually perform in an unsafe manner
- Investigate all incidents and take immediate corrective action to prevent re-occurrence
- Provide safety meetings on a regular basis and require attendance of all workers
- Be represented in the periodic (at least annual) audit of this IIPP

All Employees

- Are to follow safe work practices, and if they are unsure of what is the correct/safe way to perform a task or a job, they are to ask their foreman, supervisor or manager
- Must immediately report all unsafe equipment or tools to their foreman, supervisor or manager. This includes reporting unsafe behavior of other workers, if these workers are approached and remain unwilling to correct their unsafe actions or conditions.
- Are to uphold the safe work practices this company has established
- If injured on the job, or become ill, immediately inform their supervisor, foreman or manager
- Be represented in the periodic (at least annual) audit of this IIPP

Worksite Analysis

- All work areas, departments, and jobs need to be inspected on a regular basis to ensure safe work practices and safe and healthy conditions. For the most part, these inspections are to be conducted by the Supervisor/Superintendent or his/her qualified and designated worker. Each inspection may not be required to be formal (written) although regular written completed inspections will be expected. All inspection data needs to be compiled and reviewed on a periodic or regular basis
- This includes the purchase of new equipment or tools, or the re-working or retrofitting of workstations or equipment so as to ensure that safety and health is considered.
- This can include the assessment of a workstation or process that may need to be fitted to the worker (ergonomics) so as to avoid injury or illness.
- If approached by workers who appear to have a true concern regarding a safety or health issue, supervisors or managers need to act accordingly and give attention to the matter.
- All incidents (this includes property damage, equipment damage, incidents involving injury or illnesses, and near-miss type incidents) need to be investigated. In most cases, the department, job foreman or supervisor will complete this investigation. Managers will be involved as necessary or when requested.
- Incidents that involve injury and illnesses will be evaluated and analyzed for trends, common causes, and patterns, and for considerations that may need to occur in the system so as to prevent recurrence.

Hazard Prevention and Control

- If feasible, engineering controls will be used first, rather than immediately providing personal protection equipment (PPE).
- Safe work practices will be developed and employees will be trained on using these safe work practices to avoid injury and illnesses. This may include the implementation of task or job hazard analyses (JHA). Any established JHAs need to be included in at least annual review for accuracy, and need to be included as part of any incident investigation.
- PPE will be provided as necessary, and its use enforced by Supervisory and Management staff.
- If feasible, administrative controls, such as reducing the duration of exposure can be implemented.
- Equipment, tools, machines, trucks, vehicles, and structures/facilities etc., need to be maintained in good working order by a continued preventative maintenance process.
- All workers will be made aware of workplace emergency procedures. Training on this process will begin at orientation. Drills will be conducted periodically to assist in making all workers aware of the procedures in the event of an emergency such as fire or explosion.

Safety and Health Training

Orientation Training

Workplace safety and health orientation begins on the first day of initial employment or job transfer. Each employee should have access to a copy of the written safety program, through his or her supervisor, for review and future reference, and will be given a personal copy of any safe work practices, policies, and procedures pertaining to his / her job. Supervisors should question employees and should answer employees' questions to ensure knowledge and understanding of

safe work practices, policies, and job-specific procedures. Supervisors are responsible to inform all employees that compliance with the safe work practices is required. Any temporary labor employees will also be provided some form of orientation as appropriate so that they are aware of this company's safety policies and applicable procedures.

Job-Specific Training

- Managers, supervisors, foremen and lead workers should receive basic safety and health training as it relates to their positions.
- Supervisors will initially train employees on how to perform assigned job tasks safely. Supervisors will carefully review with each employee any specific safe work practices, policies, and procedures that are applicable—this can include any established safety rules, safe work practices and/or JHAs.
- Supervisors will observe employees performing the work. If necessary, the supervisor will provide a demonstration using safe work practices, or remedial instruction to correct training deficiencies before an employee is permitted to do the work without supervision.
- All employees will receive safe operating instructions on seldom-used or new equipment before using the equipment.
- Supervisors will review safe work practices with employees before permitting the performance of new, non-routine, or specialized procedures.

Recurring Training

All employees will be retrained periodically on safe work practices, policies and procedures, and when changes are made to the written IIPP.

If necessary, individual employees will be retrained after the occurrence of a work-related injury caused by an unsafe act or work practice, or when a supervisor observes employees displaying unsafe acts, practices, or behaviors.

First Aid and Medical Assistance

There will be adequate first aid supplies and/or an adequate first aid kit available at each workplace. Where required, or in the case of an emergency where the workplace is located in a remote location and emergency medical assistance can not arrive within a few minutes, there will be a designated certified first aid (and possibly CPR) trained employee who can assist in first aid emergency cases. Employees who receive work related injuries or illnesses will be given immediate attention in regards to the nature of their injury or illness.

Incident Investigation

Incident Investigation Procedures

The supervisor at the location where the incident occurred will perform an incident investigation. Incidents can include property damage, near misses and workplace injuries and illnesses. These investigations are to assess the nature and the cause of the incident, not to place blame on personnel. Supervisors need to investigate incidents using procedures that include:

- Implement temporary control measures to prevent any further injuries to employees or damage to equipment or property or the public.
- Review the equipment, operations, and processes to gain an understanding of the accident situation.
- Identify and interview each witness and any other person who might provide clues to the

causes.

- Investigate causal conditions and unsafe acts; make conclusions based on existing facts.
 - Complete the incident investigation report.
- Provide recommendations for corrective actions.
- Indicate the need for additional or remedial safety training, if needed.

Incident investigation reports must be submitted to the designated management personnel as soon as possible after the incident. Investigations involving serious injuries, catastrophes or fatalities will include a team of personnel so a thorough and accurate investigation including root cause analysis can occur.

Incident Report Form

The incident report form should be a simple format for the supervisor to complete in a timely manner. This initial incident report can be similar to the OSHA 301 "Injury and Illness Incident Report" form. To correctly assess the nature and causes of the incident, the form should contain questions such as who, what, when, where and how in order to determine the root cause and prevent the incident from recurring.

Workers' Compensation Notice of Injury

Texas Tank Services Fall Protection Plan

The following Fall Protection Plan is prepared for the prevention of injuries associated with falls. A Fall Protection Plan must be developed and evaluated on a site-by-site basis.

This Fall Protection Plan Is Specific For The Following Project:

Location of Job	
Date Plan Prepared or Modified	
Plan Prepared By	
Plan Approved By	
Plan Supervised By	

I. STATEMENT OF COMPANY POLICY

TEXAS TANK SERVICES is dedicated to the protection of its employees from on-the-job injuries. All employees of TEXAS TANK SERVICES have the responsibility to work safely on the job. The purpose of this plan is: (a) To supplement our standard safety policy by providing safety standards specifically designed to cover fall protection on this job (b) to ensure that each employee is trained and made aware of the safety provisions which are to be implemented by this plan prior to the start of erection.

This Fall Protection Plan addresses the use of conventional fall protection at a number of areas on the project, as well as identifies specific activities that require non-conventional means of fall protection. These areas include:

- a. Connecting activity (point of erection)
- b. Leading edge work
- c. Unprotected sides or edges

d. Rope Access Work

This plan is designed to enable employers and employees to recognize the fall hazards on this job and to establish the procedures that are to be followed in order to prevent falls to lower levels or through holes and openings in walking/working surfaces. Each employee will be trained in these procedures and strictly adhere to them except when doing so would expose the employee to a greater hazard. If, in the employee's opinion, this is the case, the employee is to notify the foreman of the concern and the concern addressed before proceeding .

Safety policy and procedure on any one project cannot be administered, implemented, monitored and enforced by any one individual. The total objective of a safe, accident free work environment can only be accomplished by a dedicated, concerted effort by every individual involved with the project from management down to the last employee. Each employee must understand their value to the company; the costs of accidents, both monetary, physical, and emotional; the objective of the safety policy and procedures; the safety rules that apply to the safety policy and procedures; and what their individual role is in administering, implementing, monitoring, and compliance of their safety policy and procedures. This allows for a more personal approach to compliance through planning, training, understanding and cooperative effort, rather than by strict enforcement. If for any reason an unsafe act persists, strict enforcement will be implemented.

It is the responsibility of the Crew Leaders to implement this Fall Protection Plan. All Crew Leaders are responsible for continual observational safety checks of their work operations and to enforce the safety policy and procedures. The foreman also is responsible to correct any unsafe acts or conditions immediately. It is the responsibility of the employee to understand and adhere to the procedures of this plan and to follow the instructions of the foreman. It is also the responsibility of the employee to bring to management's attention any unsafe or hazardous conditions or acts that may cause injury to either themselves or any other employees. Any changes to this Fall Protection Plan must be approved by Management.

II. FALL PROTECTION SYSTEMS TO BE USED ON THIS JOB

Where conventional fall protection is infeasible or creates a greater hazard at the leading edge and during initial connecting activity, we plan to do this work using a safety monitoring system and expose only a minimum number of employees for the time necessary to actually accomplish the job. The maximum number of workers to be monitored by one safety monitor is six (6). We are designating the following trained employees as designated erectors and they are permitted to enter the controlled access zones and work without the use of conventional fall protection.

Safety monitor:

Designated erector:

Designated erector:

Designated erector:

Designated erector:
Designated erector:
Designated erector:

The safety monitor shall be identified by wearing an orange hard hat. The designated erectors will be identified by one of the following methods:

1. They will wear a blue colored arm band, or
2. They will wear a blue colored hard hat, or
3. They will wear a blue colored vest.

Only individuals with the appropriate experience, skills, and training will be authorized as designated erectors. All employees that will be working as designated erectors under the safety monitoring system shall have been trained and instructed in the following areas:

1. Recognition of the fall hazards in the work area (at the leading edge and when making initial connections-point of erection).
2. Avoidance of fall hazards using established work practices which have been made known to the employees.
3. Recognition of unsafe practices or working conditions that could lead to a fall, such as windy conditions.
4. The function, use, and operation of safety monitoring systems, guardrail systems, body belt/harness systems, control zones and other protection to be used.
5. The correct procedure for erecting, maintaining, disassembling and inspecting the system(s) to be used.
6. Knowledge of construction sequence or the erection plan.

A conference will take place prior to starting work involving all members of the erection crew, crane crew and supervisors of any other concerned contractors. This conference will be conducted by the precast concrete erection supervisor in charge of the project. During the pre-work conference, erection procedures and sequences pertinent to this job will be thoroughly discussed and safety practices to be used throughout the project will be specified. Further, all personnel will be informed that the controlled access zones are off limits to all personnel other than those designated erectors specifically trained to work in that area.

Safety Monitoring System

A safety monitoring system means a fall protection system in which a competent person is responsible for recognizing and warning employees of fall hazards. The duties of the safety monitor are to:

1. Warn by voice when approaching the open edge in an unsafe manner.
2. Warn by voice if there is a dangerous situation developing which cannot be seen by another person involved with product placement, such as a member getting out of control.
3. Make the designated erectors aware they are in a dangerous area.
4. Be competent in recognizing fall hazards.
5. Warn employees when they appear to be unaware of a fall hazard or are acting in an unsafe manner.
6. Be on the same walking/working surface as the monitored employees and within visual sighting distance of the monitored employees.
7. Be close enough to communicate orally with the employees.
8. Not allow other responsibilities to encumber monitoring. If the safety monitor becomes too encumbered with other responsibilities, the monitor shall (1) stop the erection process; and (2) turn over other responsibilities to a designated erector; or (3) turn over the safety monitoring function to another designated, competent person. The safety monitoring system shall not be used when the wind is strong enough to cause loads with large surface areas to swing out of radius, or result in loss of control of the load, or when weather conditions cause the walking-working surfaces to become icy or slippery.

Controlled Access Zones

A controlled access zone means an area designated and clearly marked, in which leading edge work may take place without the use of guardrail, safety net or personal fall arrest systems to protect the employees in the area. Control zone systems shall comply with the following provisions:

1. When used to control access to areas where leading edge and other operations are taking place the controlled access zone shall be defined by a control line or by any other means that restricts access.
When control lines are used, they shall be erected not less than 6 feet (1.8 m) nor more than 60 feet (18 m) or half the length of the member being erected, whichever is less, from the leading edge.
2. The control line shall extend along the entire length of the unprotected or leading edge and shall be approximately parallel to the unprotected or leading edge.
3. The control line shall be connected on each side to a guardrail system or wall.
4. Control lines shall consist of ropes, wires, tapes, or equivalent materials, and supporting stanchions as follows:
5. Each line shall be flagged or otherwise clearly marked at not more than 6-foot (1.8 m) intervals with high-visibility material.
6. Each line shall be rigged and supported in such a way that its lowest point (including sag) is not less than 39 inches (1 m) from

the walking/working surface and its highest point is not more than 45 inches (1.3 m) from the walking/working surface.

7. Each line shall have a minimum breaking strength of 200 pounds (.88 kN).

Holes

Detailing

Employees exposed to falls of six (6) feet or more to lower levels, who are not actively engaged in leading edge work or connecting activity, such as welding, bolting, cutting, bracing, guying, patching, painting or other operations, and who are working less than six (6) ft from an unprotected edge will be tied off at all times or guardrails will be installed. Employees engaged in these activities but who are more than six (6) ft from an unprotected edge as defined by the control zone lines, do not require fall protection but a warning line or control lines must be erected to remind employees they are approaching an area where fall protection is required.

A. Personal Fall Arrest Systems

In this particular erection sequence and procedure, personal fall arrest systems requiring body belt/harness systems, lifelines and lanyards will not reduce possible hazards to workers and will create offsetting hazards during their usage at the leading edge of precast/prestressed concrete construction.

Leading edge erection and initial connections are conducted by employees who are specifically trained to do this type of work and are trained to recognize the fall hazards. The nature of such work normally exposes the employee to the fall hazard for a short period of time and installation of fall protection systems for a short duration is not feasible because it exposes the installers of the system to the same fall hazard, but for a longer period of time.

1. It is necessary that the employee be able to move freely without encumbrance in order to guide the sections of precast concrete into their final position without having lifelines attached which will restrict the employee's ability to move about at the point of erection.
2. A typical procedure requires 2 or more workers to maneuver around each other as a concrete member is positioned to fit into the structure. If they are each attached to a lifeline, part of their attention must be diverted from their main task of positioning a member weighing several tons to the task of avoiding entanglements of their lifelines or avoiding tripping over lanyards. Therefore, if these workers are attached to lanyards, more fall potential would result than from not using such a device.

In this specific erection sequence and procedure, retractable lifelines do not solve the problem of two workers becoming tangled. In fact, such a tangle could prevent the lifeline from retracting as the worker moved, thus potentially exposing the worker to a fall greater than 6 ft. Also, a worker crossing over the lifeline of another worker can

create a hazard because the movement of one person can unbalance the other. In the event of a fall by one person there is a likelihood that the other person will be caused to fall as well. In addition, if contamination such as grout (during hollow core grouting) enters the retractable housing it can cause excessive wear and damage to the device and could clog the retracting mechanism as the lanyard is dragged across the deck. Obstructing the cable orifice can defeat the device's shock absorbing function, produce cable slack and damage, and adversely affect cable extraction and retraction.

3. Employees tied to a lifeline can be trapped and crushed by moving structural members if the employee becomes restrained by the lanyard or retractable lifeline and cannot get out of the path of the moving load. The sudden movement of a precast concrete member being raised by a crane can be caused by a number of factors. When this happens, a connector may immediately have to move a considerable distance to avoid injury. If a tied off body belt/harness is being used, the connector could be trapped. Therefore, there is a greater risk of injury if the connector is tied to the structure for this specific erection sequence and procedure.

When necessary to move away from a retractable device, the worker cannot move at a rate greater than the device locking speed typically 3.5 to 4.5 ft/sec. When moving toward the device it is necessary to move at a rate which does not permit cable slack to build up. This slack may cause cable retraction acceleration and cause a worker to lose their balance by applying a higher than normal jerking force on the body when the cable suddenly becomes taut after building up momentum. This slack can also cause damage to the internal spring-loaded drum, uneven coiling of cable on the drum, and possible cable damage.

The factors causing sudden movements for this location include:

- (a) Cranes
 - (1) Operator error.
 - (2) Site conditions (soft or unstable ground).
 - (3) Mechanical failure.
 - (4) Structural failure.
 - (5) Rigging failure.
 - (6) Crane signal/radio communication failure.
- (b) Weather Conditions
 - (1) Wind (strong wind/sudden gusting) - particularly a problem with the large surface areas of precast concrete members.
 - (2) Snow/rain (visibility).
 - (3) Fog (visibility).
 - (4) Cold - causing slowed reactions or mechanical problems.
- (c) Structure/Product Conditions.
 - (1) Lifting Eye failure.
 - (2) Bearing failure or slippage.
 - (3) Structure shifting.

- (4) Bracing failure.
- (5) Product failure.

- (d) Human Error.
 - (1) Incorrect tag line procedure.
 - (2) Tag line hang-up.
 - (3) Incorrect or misunderstood crane signals.
 - (4) Misjudged elevation of member.
 - (5) Misjudged speed of member.
 - (6) Misjudged angle of member.

5. Providing attachment at a point above the walking/working surface would also create fall exposures for employees installing their devices. Final positioning of a precast concrete member requires it to be moved in such a way that it must pass through the area that would be occupied by the lifeline and the lanyards attached to the point above. Resulting entanglements of lifelines and lanyards on a moving member could pull employees from the work surface. Also, the structure is being created and, in most cases, there is no structure above the members being placed.

(a) Temporary structural supports, installed to provide attaching points for lifelines limit the space which is essential for orderly positioning, alignment and placement of the precast concrete members. To keep the lanyards a reasonable and manageable length, lifeline supports would necessarily need to be in proximity to the positioning process. A sudden shift of the precast concrete member being positioned because of wind pressure or crane movement could make it strike the temporary supporting structure, moving it suddenly and causing tied off employees to fall.

(b) The time in manhours which would be expended in placing and maintaining temporary structural supports for lifeline attaching points could exceed the expended manhours involved in placing the precast concrete members. No protection could be provided for the employees erecting the temporary structural supports and these supports would have to be moved for each successive step in the construction process, thus greatly increasing the employee's exposure to the fall hazard.

(c) The use of a cable strung horizontally between two columns to provide tie off lines for erecting or walking a beam for connecting work is not feasible and creates a greater hazard on this multi-story building for the following reasons:

(1) If a connector is to use such a line, it must be installed between the two columns. To perform this installation requires an erector to have more fall exposure time attaching the cable to the columns than would be spent to make the beam to column connection itself.

IV. Other Fall Protection Measures Considered for This Job

The following is a list and explanation of other fall protection measures available and an explanation of limitations for use on this particular jobsite. If during the course of erecting the building the employee sees an area that could be erected more safely by the

use of these fall protection measures, the foreman should be notified.

A. Scaffolds are not used because:

1. The leading edge of the building is constantly changing and the scaffolding would have to be moved at very frequent intervals. Employees erecting and dismantling the scaffolding would be exposed to fall hazards for a greater length of time than they would by merely erecting the precast concrete member.
2. A scaffold tower could interfere with the safe swinging of a load by the crane.
3. Power lines, terrain and site do not allow for the safe use of scaffolding.

B. Vehicle mounted platforms are not used because:

1. A vehicle mounted platform will not reach areas on the deck that are erected over other levels.
2. The leading edge of the building is usually over a lower level of the building and this lower level will not support the weight of a vehicle mounted platform.
3. A vehicle mounted platform could interfere with the safe swinging of a load by the crane, either by the crane swinging the load over or into the equipment.
4. Power lines and surrounding site work do not allow for the safe use of a vehicle mounted platform.

C. Crane suspended personnel platforms are not used because:

1. A second crane close enough to suspend any employee in the working and erecting area could interfere with the safe swinging of a load by the crane hoisting the product to be erected.
2. Power lines and surrounding site work do not allow for the safe use of a second crane on the job.

V. Enforcement

Constant awareness of and respect for fall hazards, and compliance with all safety rules are considered conditions of employment. The jobsite Superintendent, as well as individuals in the Safety and Personnel Department, reserve the right to issue disciplinary warnings to employees, up to and including termination, for failure to follow the guidelines of this program.

VI. Accident Investigations

All accidents that result in injury to workers, regardless of their nature, shall be

investigated and reported. It is an integral part of any safety program that documentation take place as soon as possible so that the cause and means of prevention can be identified to prevent a reoccurrence.

In the event that an employee falls or there is some other related, serious incident occurring, this plan shall be reviewed to determine if additional practices, procedures, or training need to be implemented to prevent similar types of falls or incidents from occurring.

VII. Changes to Plan

Any changes to the plan will be approved by (name of the qualified person). This plan shall be reviewed by a qualified person as the job progresses to determine if additional practices, procedures or training needs to be implemented by the competent person to improve or provide additional fall protection. Workers shall be notified and trained, if necessary, in the new procedures. A copy of this plan and all approved changes shall be maintained at the jobsite.

Texas Tank Services Lockout/Tagout Policy: The Control of Hazardous Energy

This plan is in accordance with OSHA Standard CFR 29 1910.147

1. Objectives

1.1. To establish a means of positive control to prevent the accidental starting or activating of machinery or systems while they are being repaired, cleaned and/or serviced.

1.1.1. To establish a safe and positive means of shutting down machinery, equipment and systems.

1.1.2. To prohibit unauthorized personnel or remote control systems from starting machinery or equipment while it is being serviced.

1.1.3. To provide a secondary control system (tagout) when it is impossible to positively lockout the machinery or equipment.

1.1.4. To establish responsibility for implementing and controlling lockout/tagout procedures.

1.1.5. To ensure that only approved locks, standardized tags and fastening devices provided by the company will be utilized in the lockout/tagout procedures.

2. Areas Of Responsibility

2.1. Is/Are responsible for implementing the lockout/tagout program.

2.2. Is/Are responsible to enforce the program and insure compliance with the procedures in their department.

2.3. Is/Are responsible for monitoring the compliance of this procedure and will conduct the annual inspection and certification of the authorized employees.

2.4. Authorized employees (those contained in attachment A-1) are responsible to follow established lockout/tagout energy control procedures.

2.5. Affected employees (all other employees in the facility) are responsible for insuring they do not attempt to restart or re-energize machines or equipment that are locked out or tagged out.

3. Various Energy Sources for Lockout/Tagout

3.1 Employees who are required to utilize the lockout/tagout procedure (see attachment A-1) must be knowledgeable of the different energy sources and the proper sequence of shutting off or disconnecting energy means.

3.2. The four types of energy sources are:

- (1) Electrical (most common form)
- (2) Hydraulic or pneumatic
- (3) Fluids and gases
- (4) Mechanical

3.3. More than one energy source can be utilized on some equipment and the PROPER procedure must be followed in order to identify energy sources and lockout/tagout accordingly. See Attachment D for specific procedure format.

3.3.4 Electrical

3.3.4.1. Shut off power at machine and disconnect.

3.3.4.2. Disconnecting means must be locked or tagged.

3.3.4.3. Press start button to see that correct systems are locked out.

3.3.4.4. All controls must be returned to their safest position.

3.3.4.5. Points to remember:

3.3.4.5.1. If a machine or piece of equipment contains capacitors, they must be drained of stored energy.

3.3.4.5.2. Possible disconnecting means include the power cord, power panels (look for primary and secondary voltage), breakers, the operator's station, motor circuit, relays, limit switches, electrical interlocks.

NOTE: Some equipment may have a motor-isolating shut-off and a control-isolating shutoff. If the electrical energy is disconnected by simply unplugging the power cord, the cord must be kept under the control of the authorized employee or the plug end of the cord must be locked out or tagged out.

3.3.5. Hydraulic/Pneumatic

3.3.5.1. Shut off all energy sources (pumps and compressors). If the pumps and compressors supply energy to more than one piece of equipment, lockout or tagout the valve supplying energy to this piece of equipment.

3.3.5.2. Stored pressure from hydraulic/pneumatic lines shall be drained/bled when release of stored energy could cause injury to employees.

3.3.5.3. Make sure controls are returned to their safest position (off, stop, standby, inch, jog, etc.).

3.3.6. Fluids and Gases

3.3.6.1. Identify the type of fluid or gas and the proper

3.3.6.2. Close valves to prevent flow, lockout/tagout.

3.3.6.3. Determine the isolating device, close, and lockout or tagout.

3.3.6.4. Drain and bleed lines to zero energy state.

NOTE: *Some systems may have electrically controlled valves; if so, they must be shut off, locked or tagged out.*

3.3.6.5. Check for zero energy state at the equipment.

3.3.7. Mechanical Energy (Gravity activation, or stored in springs, etc.)

3.3.7.1. Block out or use die ram safety chain.

3.3.7.2. Lockout or tagout safety device.

3.3.7.3. Shut off, lockout or tagout electrical system.

3.3.7.4. Check for zero energy state.

3.3.7.5. Return controls to safest position.

4. Release From Lockout/Tagout

4.1. Inspection - - Make certain the work is completed and inventory tools and equipment used.

4.2. Clean-up - - Remove all towels, rags, work-aids, etc.

4.3. Replace guards - - Replace all guards possible. Sometimes a particular guard may have to be left off until the start sequence is over due to possible adjustments, however, all other guards should be put back into place.

4.4. Check controls - - All controls should be in their safest position.

4.5. The work area shall be checked to ensure that all employees have been safely positioned or removed and notified that the lockout/tagout devices are being removed.

4.6. Remove locks/tags - - Remove only your lock or tag.

5. Procedure Involving More Than One Person

5.1. When more than one person performs servicing and/or maintenance, each authorized employee shall place his own lock or tag on the energy-isolating source. This shall be done by utilizing a multiple lock scissors clamp if the equipment is capable of being locked out. If the equipment cannot be locked out, then each authorized employee must place his tag on the equipment.

6. Procedure For The Removal Of An Authorized Employee's Lockout/Tagout By The Company

6.1. Each location must develop written procedures under the above heading that complies with 1910.147(e)(3) that can be utilized at that location. Your procedures should include the following:

6.1.1. Verification by employer that the authorized employee who applied the device is not in the facility.

6.1.2. Make reasonable efforts to advise the employee that his device has been removed. (This can be done when he returns to the facility).

6.1.3. Ensure that the authorized employee has this knowledge before he resumes work at the facility.

7. Procedures For Shift Or Personnel Changes

7.1. Each facility must develop their own written procedures based on their need and capabilities. However, your procedure must specify how you will ensure the continuity of lockout or tagout protection during that time. See 1910.147(f)4).

8. Procedures For Outside Personnel/Contractors

8.1. Outside personnel/contractors shall be advised that the company has and enforces the use of lockout/tagout procedures. They will be informed of the use

of locks and tags and notified about the prohibition relating to attempts to restart or re-energize machines or equipment that are locked out or tagged out.

8.2. The company will obtain information from the outside personnel/contractor about their lockout/tagout procedures and advise affected employees of this information. (see 1910.147(f)(2))

8.3. The outside personnel/contractor will be required to sign a certification form (see attachment C). If outside personnel/contractor has previously signed a certification that is on file, there is no need to have them sign a new certification.

9. Training And Communication

9.1. Each authorized employee who will be utilizing the lockout/tagout procedure will be trained in the recognition of applicable hazardous energy sources, type and magnitude of energy available in the work place, and the methods and means necessary for energy isolation and control.

9.2. Each affected employee and all other non-authorized employees shall be instructed in the purpose and use of the lockout/tagout procedure and the prohibition relating to attempts to restart or re-energize machines or equipment which are locked out or tagged out. (see 1910.147(f)(7))

9.3. Training will be certified using attachment #A-2 (Authorized personnel) or #A-3 (Affected Personnel). The certification will be retained in the employee's personnel file.

10. Procedures For Periodic Inspection

10.1 A periodic inspection (at least annually) will be conducted of each authorized employee under the lockout/tagout procedure. This inspection shall be performed by the (Crew Leaders) provided they are not the ones utilizing the energy control procedure being inspected.

10.2. The inspection will include a review between the inspector and each authorized employee, of that employee's responsibilities under the energy control (lockout/tagout) procedure. The inspection will also consist of a physical inspection of the authorized employee while performing work under the procedures.

10.3. The periodic inspection shall be conducted to correct any deviation or inadequacies identified.

If tagout only is being utilized the same periodic inspection procedures shall be followed

10.4. The **(Crew Leaders)** shall certify in writing that the inspection has been performed. The written certification (see attachment #B) shall be retained in the individual's personnel file.

Attachment A-1

Texas Tank Services List Of Authorized Personnel for Lockout/Tagout Procedures

Name	Job Title

Texas Tank Services Certification of Training for Authorized Personnel

I certify that I, _____, received training as an authorized employee under the Texas Tank Services lockout/tagout program. I further certify that I understand the procedures and will abide by those procedures.

Authorized Employee Signature	Date

Texas Tank Services Certification Of Training for Affected Personnel/All Other

I certify that I, _____, received training as an affected employee under the [company name] lockout/tagout program. I further certify and understand that I am prohibited from attempting to restart or re-energize machines or equipment that are locked out or tagged.

Affected Employee Signature	Date

Texas Tank Services Lockout/Tagout Inspection Certification

I certify that _____ was inspected on this date,
utilizing lockout/tagout procedures. The inspection was performed while
working on _____.

Authorized Employee Signature	Date

Inspector Signature	Date

Texas Tank Services Outside Personnel/Contractor Certification

I certify that _____(your company name)
and _____(contractor) have informed
each other of our respective lockout or tagout procedures.

Name Printed	Date
Signature	Date
Outside Personnel/Contractor (Printed)	Date
Signature	Date

Texas Tank Services Energy Control Procedures

Date	
Machine Identification	
General Description:	
Manufacturer	
Model Number:	
Serial Number: <i>(If more than one of the same equipment list all serial numbers)</i>	
Location of equipment:	

Operator Controls

The types of controls available to the operator need to be determined. This should help identify energy sources and lockout capacity for the equipment.

List types of operator controls:

- 1.
- 2.
- 3.

Energy Sources

The energy sources present on this equipment are: (electrical, steam, hydraulic, pneumatic, natural gas, stored energy, etc.)

Energy Source	Location	Lockable		Type lock or block needed
		Yes	No	

Shutdown Procedures

List the steps in order necessary to shut down and de-energize the equipment. Be specific. For stored energy, be specific about how the energy will be dissipated or restrained.

Procedure:

Lock Type and Location

Method used to verify de-energized state for every identified source:

NOTIFY ALL AFFECTED EMPLOYEES WHEN THIS PROCEDURE IS IN APPLICATION

Start Up Procedures

List the steps, in order, that are necessary to reactivate (energize) the equipment. Be specific.

Procedure:

--

Energy Source Activated:

--

NOTIFY ALL AFFECTED EMPLOYEES WHEN THIS PROCEDURE IS IN APPLICATION

Procedures For Operations and Service/Maintenance

List those operations where the procedures above do not apply. [See 29CFR 1910.147 (a)(2)] Alternate measures that provide effective protection must be developed for these operations. Job Safety Analysis is one method of determining appropriate measures.

Operation Name & Procedure:

--

Affected and Authorized

Employees

List each person affected by this procedure and those authorized to use this procedure.

Affected Employees	
Name	Job Title
Authorized Employees	
Name	Job Title

Approved by

Date

--	--

Texas Tank Services Permit-required Confined Space Program

1. Policy

1.1. It is the policy of **Texas Tank Services** to ensure that this company's employees are protected from the potential hazards involved in entering permit-required confined spaces (hereafter referred to as permit spaces). We will make every effort to comply with the OSHA Permit-Required Confined Space Standard (CFR 1910.146).

1.2. For the purposes of this program the following definitions will apply:

1.2.1. Confined Space - A confined space has limited or restricted means of entry or exit, is large enough for an employee to enter and perform assigned work, and is not designed for continuous occupancy by the employee. These spaces may include, but are not limited to, underground vaults, manholes, tanks, storage bins, pits and diked areas, vessels, and silos.

1.2.2. Permit-Required Confined Space - A "permit-required confined space" is one that meets the definition of a confined space and has one or more of these characteristics:

1.2.2.1. Contains or has the potential to contain a hazardous atmosphere,

1.2.2.2. Contains a material that has the potential for engulfing an entrant,

1.2.2.3. Has an internal configuration that might cause an entrant to be trapped or asphyxiated by inwardly converging walls or by a floor that slopes downward and tapers to a smaller cross section, and/or

1.2.2.4. Contains any other recognized serious safety or health hazards.

2. Identification & Evaluation Of Confined Spaces

An inspection of this company premises/workplace has identified the following spaces as confined spaces and/or permit-required confined spaces:

2.1. Confined Spaces

(List of all spaces meeting the definition of a confined space include its location)

2.2. Permit-Required Confined Spaces

(List of all spaces that also meet the definition of a permit-required confined space include its location)

All permit-required confined spaces have been marked with warning signs reading: "Danger - Permit-Required Confined Space - Authorized Entrants Only".

3. Rescue and Emergency Services

3.1. If proper protective measures are taken to eliminate and control any possible hazards in the confined space (i.e., ventilation, purging, monitoring, lockout/tagout, etc.), rescue operations should not be necessary. Nonetheless, the company must be prepared for the worst-case scenario.

3.1.1. If this company uses outside personnel services for rescue/emergency services the following will occur:

3.1.1.1. Evaluate the prospective rescuer's ability to respond to a rescue summons in timely manner, considering the hazards identified

3.1.1.2. Evaluate the perspective rescuer's proficiency with rescue-related tasks and equipment, to function appropriately while rescuing entrants from permit spaces

3.2. Once evaluated, the company will select a rescue/emergency services that:

3.2.1. The company will inform the rescue/emergency services team that is selected of the hazard(s) they may confront when called on to perform rescue at the site

3.2.2. And provide the rescue team or service access to all permit spaces from which rescue may be necessary so that the rescue service can develop appropriate rescue plans and practice rescue operations.

3.3. If this company designates company employees to provide permit space rescue the following will apply. We will:

3.3.1. Provide affected employees with the personal protective equipment (PPE) needed to conduct permit space rescues safely and train affected employees so they are proficient in the use of that PPE, at no cost to those employees;

3.3.2. Train affected employees to perform assigned rescue duties. The employer must ensure that such employees successfully complete the training required to establish proficiency as an authorized entrant,

3.3.3. Train affected employees in basic first-aid and cardiopulmonary resuscitation (CPR). The employer shall ensure that at least one member of the rescue team or service holding a current certification in first aid and CPR is available; and

3.3.4. Ensure that affected employees will practice making permit space rescues at least once every 12 months, by means of simulated rescue operations in which they remove dummies, manikins, or actual persons from the actual permit spaces or from representative permit spaces. Representative permit spaces shall, with respect to opening size, configuration, and accessibility, simulate the types of permit spaces from which rescue is to be performed.

3.4. To facilitate non-entry rescue, retrieval systems or methods shall be used whenever an authorized entrant enters a permit space, unless the retrieval equipment would increase the overall risk of entry or would not contribute to the rescue of the entrant. Retrieval systems shall meet the following requirements.

3.5. Each authorized entrant shall use a chest or full body harness, with a retrieval line attached at the center of the entrant's back near shoulder level, above the entrant's head, or at another point which the employer can establish presents a profile small enough for the successful removal of the entrant. Wristlets may be used in lieu of the chest or full body harness if the employer can demonstrate that the use of a chest or full body harness is infeasible or creates a greater hazard and that the use of wristlets is the safest and most effective alternative.

3.6. The other end of the retrieval line shall be attached to a mechanical device or fixed point outside the permit space in such a manner that rescue can begin as soon as the rescuer becomes aware that rescue is necessary. A mechanical device shall be available to retrieve personnel from vertical type permit spaces more than 5 feet (1.52 m) deep

3.7. If an injured entrant is exposed to a substance for which a Safety Data Sheet (MSDS) or other similar written information is required to be kept at the worksite, that MSDS or written information shall be made available to the medical facility treating the exposed entrant.

4. Duties

4.1. Entry Supervisor

4.1.1. Determines if conditions are acceptable for entry.

4.1.2. Authorizes entry and overseeing entry operations.

4.1.3. Terminates entry procedures as required.

4.1.4. Serves as an Attendant, as long as the person is trained and equipped appropriately for that role.

4.1.5. Verifies by checking that the appropriate entries have been made on the permit, that all tests specified by the permit have been conducted and that all procedures and equipment specified by the permit are in place before endorsing the permit and allowing entry to begin.

4.1.6. Verifies a rescue team is available and instructed in their rescue duties (i.e., an onsite team or a prearranged outside rescue service).

4.1.7. Ensures the rescue team members have current certification in first aid and cardiopulmonary resuscitation (CPR).

4.1.8. Removes any unauthorized individuals who may enter or attempt to enter the permit space during operation.

4.1.9. Ensures transfer of the responsibility as required by the entry permit is done in manner that maintains acceptable entry conditions.

4.2. Attendants

4.2.1. Be knowledgeable of, and be able to recognize potential confined space hazards.

4.2.2. Maintain an accurate count of all persons in the confined space, and ensure all entrants are tracked as being in or out of the permit space.

4.2.3. Monitor surrounding activities to ensure the safety of personnel.

4.2.4. Maintain effective and continuous communication with personnel during confined space entry, work, and exit.

4.2.5. Order personnel to evacuate the confined space if he/she:

4.2.5.1. Observes a condition which is not allowed on the entry permit;

4.2.5.2. Notices the entrants acting strangely, possibly as a result of exposure to hazardous substances;

4.2.5.3. Notices a situation outside the confined space which could endanger personnel;

4.2.5.4. Notices a hazard within the confined space that has not been previously recognized or taken into consideration;

4.2.5.5. Must leave his/her work station; or

4.2.5.6. Must focus attention on the rescue of personnel in some other confined space that he/she is monitoring.

4.2.6. Immediately summon the Rescue Team/Outside personnel rescue/emergency service if entrant(s) rescue becomes necessary.

4.2.7. Keep unauthorized persons out of the confined space, order them out, or notify authorized personnel of an unauthorized entry.

4.3. Entrants

4.3.1. Read and observe the entry permit requirements.

4.3.2. Remain alert to the hazards that could be encountered while in the confined space.

4.3.3. Properly use the personal protective equipment that is required by the permit.

4.3.4. Immediately exit the confined space when:

4.3.4.1. they are ordered to do so by an authorized/attendant person;

4.3.4.2. they notice or recognize signs or symptoms of exposure;

4.3.4.3. a prohibited condition exists; or

4.3.4.4 the evacuation alarm system sounds.

4.3.5 Alert Attendant(s) when a prohibited condition exists and/or when warning signs or symptoms of exposure exist.

5. Training

5.1. Before employees are first assigned duties associated with permit-required confined space work they will be trained to assure the knowledge, understanding, and skills necessary for the safe performance of their assigned duties. Affected employees will be trained in the identification and evaluation of permit space hazards and in the proper precautions to be taken to assure safe entry and work in permit spaces.

5.2. Training will also be completed:

5.2.1. Before there is a change in assigned duties

5.2.2. Whenever there is a change in the permit space operations that presents a hazard about which an employee has not previously been trained, and

5.2.3. Whenever the employer has reason to believe either that deviations have occurred from the permit space entry procedures or that there are inadequacies in the employee's knowledge or use of those procedures.

5.3. Employees will receive a written certification following their training to document that they have been properly trained in their respective duties and the hazards and safety precautions involved in permit space entry. The training shall establish employee proficiency in the duties required in this program, and shall introduce new or revised procedures, as necessary, for compliance with this program.

6. General Training

6.1 All employees who will enter confined spaces shall be trained in entry procedures. Personnel responsible for supervising, planning, entering, or participating in confined space entry and rescue shall be adequately trained in their functional duties prior to any confined space entry. Training shall include:

6.1.1. Explanation of the general hazards associated with confined spaces.

6.1.2. Discussion of specific confined space hazards associated with the facility, location, or operation.

6.1.3. Reason for, proper use, and limitations of personal protective equipment and other safety equipment required for entry into confined spaces.

6.1.4. Explanation of permits and other procedural requirements for conducting a confined space entry.

6.1.5. A clear understanding of what conditions would prohibit entry.

6.1.6. Procedures for responding to emergencies.

6.1.7. Duties and responsibilities of the confined space entry team.

6.1.8. Description of how to recognize symptoms of overexposure to probable air contaminants in themselves and co-workers, and method(s) for alerting the Attendant(s).

6.2 Refresher training shall be conducted as needed to maintain employee competence in entry procedures and precautions.

7. Specific Training

7.1 Training for atmospheric monitoring personnel shall include proper use of monitoring instruments, including instruction on the following:

7.1.2. proper use of the equipment;

7.1.3. calibration of equipment;

7.1.4. sampling strategies and techniques; and

7.1.5. exposure limits (PELs, TLVs, LELs, UELs, etc.).

7.2 Training for Attendants shall include the following:

7.2.1. procedures for summoning rescue or other emergency services; and

7.2.2. proper utilization of equipment used for communicating with entry and emergency/rescue personnel.

7.3. Training for Emergency Response Personnel shall include:

7.3.1. rescue plan and procedures developed for each type of confined space that is anticipated to be encountered;

7.3.2. use of emergency rescue equipment;

7.3.3. first aid and CPR techniques; and

7.3.4. work location and confined space configuration to minimize response time.

8. Verification of Training

8.1. Periodic assessment of the effectiveness of employee training shall be conducted by **Crew Leaders**. Training sessions shall be repeated as often as necessary to maintain an acceptable level of personnel competence.

When entry into a confined space is necessary, either the Entry Supervisor or **Crew Leaders** may initiate entry procedures, including the completion of a confined space entry permit. Entry into a confined space shall follow the standard entry procedure below.

9. Prior to Entry

9.1 The entire confined space entry permit shall be completed before a standard entry. Entry shall be allowed only when all requirements of the permit are met and it is reviewed and signed by an Entry Supervisor. The following conditions must be met prior to standard entry:

9.1.1 Affected personnel shall be trained to establish proficiency in the duties that will be performed within the confined space.

9.1.2. The internal atmosphere within the confined space shall be tested by **Crew Leaders** with a calibrated, direct-reading instrument.

9.1.3. Personnel shall be provided with necessary PPE as determined by the Entry Supervisor.

9.1.4. Atmospheric monitoring shall take place during the entry. If a hazardous atmosphere is detected during entry:

9.1.4.1. personnel within the confined space shall be evacuated by the Attendant(s) or Entry Supervisor until the space can be evaluated by **Crew Leaders** to determine how the hazardous atmosphere developed; and

9.1.4.2. controls shall be put in place to protect employees before reentry.

10. Opening a Confined Space

10.1. Any conditions making it unsafe to remove an entrance cover shall be eliminated before the cover is removed. When entrance covers are removed, the opening shall be promptly guarded by a railing, temporary cover, or other temporary barrier that will prevent anyone from falling through the opening. This barrier or cover shall protect each employee working in the space from foreign objects entering the space. If it is in a traffic area, adequate barriers shall be erected.

11. Atmospheric Testing

11.1. Atmospheric test data is required prior to entry into a confined space. Atmospheric testing is required for two distinct purposes: (1) evaluation of the hazards of the permit space, and (2) verification that acceptable conditions exist for entry into that space. If a person must go into the space to obtain the needed data, then Standard Confined Space Entry Procedures shall be followed. Before entry into a confined space, **Responsible Person** shall conduct testing for hazardous atmospheres. The internal atmosphere shall be tested with a calibrated, direct-reading instrument for oxygen, flammable gases and vapors, and potential toxic air contaminants, in that order.

11.2. Testing equipment used in specialty areas shall be listed or approved for use in such areas by **Responsible Person**. A nationally recognized laboratory, such as Underwriters Laboratories or Factory Mutual Systems, shall approve all testing equipment.

12. Evaluation Testing

12.1. The atmosphere of a confined space should be analyzed using equipment of sufficient sensitivity and specificity. The analysis shall identify and evaluate any hazardous atmospheres that may exist or arise, so that appropriate permit entry procedures can be developed and acceptable entry conditions stipulated for that space. Evaluation and interpretation of these data and development of the entry procedure should involve a technically qualified professional (i.e., consultant, certified industrial hygienist, registered safety engineer, or certified safety professional).

13. Verification Testing

13.1. A confined space that may contain a hazardous atmosphere shall be tested for residues of all identified or suspected contaminants. The evaluation testing should be conducted with specified equipment to determine that residual concentrations at the time of testing and entry are within acceptable limits. The person performing the tests on the permit shall record results of testing. The atmosphere shall be periodically retested (frequency to be determined by **Crew Leaders**) to verify that atmospheric conditions remain within acceptable entry parameters.

14. Acceptable Limits

14.1. The atmosphere of the confined spaces shall be considered to be within acceptable limits when the following conditions are maintained:

14.1.1. Oxygen: 19.5 percent to 23.5 percent;

14.1.2. Flammability: less than 10 percent of the Lower Flammable Limit (LFL); and Toxicity: less than recognized American Conference of Governmental Industrial Hygienists (ACGIH) exposure limits or other published exposure levels [i.e., OSHA Permissible Exposure Limits (PELs) or National Institute of Occupational Safety and Health (NIOSH) Recommended Exposure Limits (RELs)].

15. Isolation and Lockout/Tagout Safeguards

15.1. All energy sources that are potentially hazardous to confined space entrants shall be secured, relieved, disconnected, and/or restrained before personnel are permitted to enter the confined space. Equipment systems or processes shall be locked out and/or tagged out as required by the **Company Name** Lockout/Tagout Program [which complies with OSHA's 29 CFR 1910-147 and American National Standards Institute (ANSI) Z244.1-(current edition), Lockout/Tagout of Energy Sources] prior to permitting entry into the confined space. In confined spaces where complete isolation is not possible, **Crew Leaders** shall evaluate the situation and make provisions for as rigorous an isolation as practical. Special precautions shall be taken when entering double-

walled, jacketed, or internally insulated confined spaces that may discharge hazardous material through the vessel's internal wall.

15.2. Where there is a need to test, position, or activate equipment by temporarily removing the lock or tag or both, a procedure shall be developed and implemented to control hazards to the occupants. Any removal of locks, tags, or other protective measures shall be done in accordance with the **Texas Tank Services** Lockout/Tagout Program.

16. Ingress/Egress Safeguards

16.1. Means for safe entry and exit shall be provided for confined spaces. Each entry and exit points shall be evaluated by **Crew Leaders** to determine the most effective methods and equipment that will enable employees to safely enter and exit the confined space.

16.2. Appropriate retrieval equipment or methods shall be used whenever a person enters a confined space. Use of retrieval equipment may be waived by the **Crew Leaders(s)** if use of the equipment increases the overall risks of entry or does not contribute to the rescue. A mechanical device shall be available to retrieve personnel from vertical confined spaces greater than five (5) feet in depth.

17. Warning Signs and Symbols

17.1. All confined spaces that could be inadvertently entered shall have signs identifying them as confined spaces. Signs shall be maintained in a legible condition. The signs shall contain a warning that a permit is required before entry. Accesses to all confined spaces shall be prominently marked.

18. Entry Permits

18.1. The Confined Space Entry Permit is the most essential tool for assuring safety during entry in confined spaces with known hazards, or with unknown or potentially hazardous atmospheres. The entry permit process guides the supervisor and workers through a systematic evaluation of the space to be entered. The permit should be used to establish appropriate conditions. Before each entry into a confined space, an entry permit will be completed by _(Entry Supervisor or Responsible Person)_____. The (Entry Supervisor or Responsible Person)_____ will then communicate the contents of the permit to all employees involved in the operation, and post the permit conspicuously near the work location. A standard entry permit shall be used for all entries. See Attachment A.

Entry permits are to be posted at the entrance to the confined space. See attached copy of the Entry Permit to be used by the foreman. Copies of all

completed and /or canceled entry permits will be retained for one year after completion of an entry.

Texas Tank Services Permit Required Confined Space Entry Permit

Location	Type of Space
Reason for Entry	
Atmospheric Hazards:	☐ Oxygen deficiency ☐ Combustible gas ☐ Toxic contaminants ☐ Chemical/Biological ☐ Noise ☐ Other
Physical Hazards:	☐ Mechanical ☐ Electrical ☐ Heat ☐ Personal Protective Equipment ☐ Other
Hazard Controls:	☐ Ventilation ☐ Lockout/Tagout

Beginning Date	Beginning Time	Ending Date	Ending Time
	A.M.		A.M.
	P.M.		P.M.
Authorized Personnel			
Entrants' Names with Dept./Shop/Company		Attendants' Names with Dept./Shop/Company	
Required Equipment			
Communication Methods with Entrants: ___Voice ___Radio ___Phone ___Visual_Rope signals_Other:			
Communication Methods to Contact Emergency Services: ___Phone___Radio___Other:			
Personal Protective Equipment: ___Coveralls___Tyvek® suit___Leather Gloves___Chemical Resistant Gloves ___Welding Gloves ___Welding hood _Eye protection_Hearing protection ___Respiratory protection___Safety shoes/boots___Hard Hat ___Harness/life line___Tripod/winch___Other:			
Traffic Control: ___Barricades___Vests___Flags ___Signs		Hot Works: ___Yes (Hot Works Permit required) ___No	

Atmospheric Testing									
Type of Gas Monitor: Date of Last Calibration:									
		1st	2nd	3rd	4th	5th	6th	7th	8th
Tests	Acceptable Entry Conditions								
Oxygen	19.5-23.5%								
Combustible Gas	Below 10% LEL								
Carbon Monoxide	0-25 ppm								
	Initials of Tester								
Approvals									
Entry Supervisor (Print) (Sign)									
I assumed the responsibility of Entry Supervisor on (date) at (time)									
Entry Supervisor (Print) (Sign) This Confined Space Entry Permit has been revoked because:									
Entry Supervisor (Print) (Sign) Comments:									

Texas Tank Services Respiratory Protection Plan

1.0 Purpose

Texas Tank Services has determined that employees performing Sandblasting, metal grinding, cleanup, welding are exposed to respiratory hazards during routine operations. These hazards include wood dust, particulates, and vapors, and in some cases represent Immediately Dangerous to Life or Health (IDLH) conditions. The purpose of this program is to ensure that all company employees are protected from exposure to these respiratory hazards.

Engineering controls, such as ventilation and substitution of less toxic materials, are the first line of defense **Texas Tank Services**; however, engineering controls have not always been feasible for some of our operations, or have not always completely controlled the identified hazards. In these situations, respirators and other protective equipment must be used. Respirators are also needed to protect employees' health during emergencies. The work processes requiring respirator use at **Texas Tank Services** are outlined in Table 1 in the Scope and Application section of this program. In addition, some employees have expressed a desire to wear respirators during certain operations that do not require respiratory protection. As a general policy, **Texas Tank Services** will review each of these requests on a case-by-case basis. If the use of respiratory protection in a specific case will not jeopardize the health or safety of the worker(s), **Texas Tank Services** will provide respirators for voluntary use. As outlined in the Scope and Application section of this program, voluntary respirator use is subject to certain requirements of this program.

2.0 Scope and Application

This program applies to all employees who are required to wear respirators during normal work operations, and during some non-routine or emergency operations such as a spill of a hazardous substance. This includes all employees performing Chemical wash outs. All employees working in these areas and engaged in certain processes or tasks (as outlined in the table below) must be enrolled in the company's respiratory protection program.

In addition, any employee who voluntarily wears a respirator when a respirator is not required (i.e., in certain maintenance and coating operations) is subject to the medical evaluation, cleaning, maintenance, and storage elements of this program, and must be provided with certain information specified in this section of the program. Employees who voluntarily wear filtering facepieces (dust masks) are not subject to the medical evaluation, cleaning, storage, and maintenance provisions of this program.

Employees participating in the respiratory protection program do so at no cost to them. The expense associated with training, medical evaluations and respiratory protection equipment will be borne by the company.

Table 1: Voluntary And Required Respirator Use At Texas Tank Services	
Respirator	Department/Process
Filtering facepiece (dust mask)	Voluntary use for warehouse workers
Half-facepiece APR or PAPR with P100 filter	Prep and Assembly Voluntary use for maintenance workers when cleaning spray booth walls or changing spray booth filter
SAR, pressure demand, with auxiliary SCBA	Maintenance - dip coat tank cleaning
Continuous flow SAR with hood	Spray booth operations Prep (cleaning)*
Half-facepiece APR with organic vapor cartridge	Voluntary use for Dip Coat Tenders, Spray Booth Operators (gun cleaning), and Maintenance workers (loading coating agents into supply systems)
Escape SCBA	Dip Coat, Coatings Storage Area, Spray Booth Cleaning Area

* Until ventilation is installed.

3.0 Responsibilities

A. Program Administrator

The Program Administrator is responsible for administering the respiratory protection program. Duties of the program administrator include:

- Identifying work areas, processes or tasks that require workers to wear respirators, and evaluating hazards.
- Selection of respiratory protection options.
- Monitoring respirator use to ensure that respirators are used in accordance with their certifications.
- Arranging for and/or conducting training.
- Ensuring proper storage and maintenance of respiratory protection equipment.

- Conducting qualitative fit testing with Bitrex.
- Administering the medical surveillance program.
- Maintaining records required by the program.
- Evaluating the program.
- Updating written program, as needed.

The Program Administrator for **Texas Tank Services** is Crew Leaders.

B. Supervisors

Supervisors are responsible for ensuring that the respiratory protection program is implemented in their particular areas. In addition to being knowledgeable about the program requirements for their own protection, supervisors must also ensure that the program is understood and followed by the employees under their charge. Duties of the supervisor include:

1. Ensuring that employees under their supervision (including new hires) have received appropriate training, fit testing and initial medical evaluation.
2. Ensuring the availability of appropriate respirators and accessories.
3. Being aware of tasks requiring the use of respiratory protection.
4. Enforcing the proper use of respiratory protection when necessary.
5. Ensuring that respirators are properly cleaned, maintained, and stored according to the respiratory protection plan.
6. Ensuring that respirators fit well and do not cause discomfort.
7. Continually monitoring work areas and operations to identify respiratory hazards.
8. Coordinating with the Program Administrator on how to address respiratory hazards or other concerns regarding the program.

C. Employees

Each employee has the responsibility to wear his or her respirator when and where required and in the manner in which they were trained. Employees must also:

- Care for and maintain their respirators as instructed, and store them in a clean sanitary location.
- Inform their supervisor if the respirator no longer fits well, and request a new one that fits properly.
- Inform their supervisor or the Program Administrator of any respiratory hazards that they feel are not adequately addressed in the workplace and of any other concerns that they have regarding the program.

4.0 Program Elements

A. Selection Procedures

The Program Administrator will select respirators to be used on site, based on the hazards to which workers are exposed and in accordance with all OSHA standards. The Program Administrator will conduct a hazard evaluation for each operation, process, or work area where airborne contaminants may be present in routine operations or during an emergency. The hazard evaluation will include:

1. Identification and development of a list of hazardous substances used in the workplace, by department, or work process.
2. Review of work processes to determine where potential exposures to these hazardous substances may occur. This review shall be conducted by surveying the workplace, reviewing process records, and talking with employees and supervisors.
3. Exposure monitoring to quantify potential hazardous exposures. Monitoring will be contracted out. **Texas Tank Services** currently has a contract with ABC Industrial Hygiene Services to provide monitoring when needed.

The results of the current hazard evaluation are the following: (Table 3 at the end of this program contains the sampling data that this section was based on.)

EXAMPLE:

Prep-sanding: Ventilation controls on some sanders are in place, but employees continue to be exposed to respirable wood dust at 2.5 - 7.0 mg/m³ (8 hour time-weighted-average, or TWA). Half-facepiece APRs with P100 filters and goggles are required for employees sanding wood pieces. PAPRs will be available for employees who are unable to wear an APR.

Prep-cleaning: Average methylene chloride exposures measured at 70 ppm based on 8 hr. TWA exposure results for workers cleaning/stripping furniture pieces. Ventilation controls are planned, but will not be implemented until designs are completed and a contract has been let for installation of the controls. In the meantime, employees must wear supplied air hoods with continuous airflow, as required by the Methylene Chloride standard 1910.1052.

Assembly: Ventilation controls on sanders are in place, but employees continue to be exposed to respirable wood dust at 2.5 - 6.0 mg/m³ (8 hour TWA); half-facepiece APRs with P100 filters and goggles are required for employees sanding wood pieces in the assembly department. PAPRs will be available for employees who are unable to wear an APR. The substitution for aqueous-based glues will eliminate exposures to formaldehyde, methylene chloride, and epoxy resins.

Maintenance: *Because of potential IDLH conditions, employees cleaning dip coat tanks must wear a pressure demand SAR during the performance of this task.*

Employees may voluntarily wear half-facepiece APRs with P100 cartridges when cleaning spray booth walls or changing booth filters and half-facepiece APRs with organic vapor cartridges when loading coating agents into supply systems. Although exposure monitoring has shown that exposures are kept within PELs during these procedures, **Texas Tank Services** will provide respirators to workers who are concerned about potential exposures.

B. Updating the Hazard Assessment

The Program Administrator must revise and update the hazard assessment as needed (i.e., any time work process changes may potentially affect exposure). If an employee feels that respiratory protection is needed during a particular activity, he/she is to contact his or her supervisor or the Program Administrator. The Program Administrator will evaluate the potential hazard, arranging for outside assistance as necessary. The Program Administrator will then communicate the results of that assessment back to the employees. If it is determined that respiratory protection is necessary, all other elements of this program will be in effect for those tasks and this program will be updated accordingly.

C. NIOSH Certification

All respirators must be certified by the National Institute for Occupational Safety and Health (NIOSH) and shall be used in accordance with the terms of that certification. Also, all filters, cartridges, and canisters must be labeled with the appropriate NIOSH approval label. The label must not be removed or defaced while it is in use.

D. Voluntary Respirator Use

Texas Tank Services will provide respirators at no charge to employees for voluntary use for the following work processes:

- Employees may wear half-facepiece APRs with organic vapor cartridges while working in the dip coat area.
- Warehouse workers may wear filtering facepieces.
- Spray Booth Operators may wear half-facepiece APRs with organic vapor cartridges while cleaning spray guns.
- Maintenance personnel may wear half-facepiece APRs with P100 cartridges while cleaning spray booth walls, and organic vapor cartridges while loading spray guns.

The Program Administrator will provide all employees who voluntarily choose to wear either of the above respirators with a copy of Appendix D of the standard. (Appendix D details the requirements for voluntary use of respirators by employees.) Employees choosing to wear a half facepiece APR must comply with the procedures for Medical Evaluation, Respirator Use, and Cleaning, Maintenance and Storage.

The Program Administrator shall authorize voluntary use of respiratory protective equipment as requested by all other workers on a case-by-case basis, depending on specific workplace conditions and the results of the medical evaluations.

E. Medical Evaluation

1. Employees who are either required to wear respirators, or who choose to wear an APR voluntarily, must pass a medical exam before being permitted to wear a respirator on the job. Employees are not permitted to wear respirators until a physician has determined that they are medically able to do so. Any employee refusing the medical evaluation will not be allowed to work in an area requiring respirator use.
2. A licensed physician at As needed, where all company medical services are provided, will provide the medical evaluations. Medical evaluation procedures are as follows:
 - The medical evaluation will be conducted using the questionnaire provided in Appendix C of the respiratory protection standard. The Program Administrator will provide a copy of this questionnaire to all employees requiring medical evaluations.
 - To the extent feasible, the company will assist employees who are unable to read the questionnaire (by providing help in reading the questionnaire). When this is not possible, the employee will be sent directly to the physician for medical evaluation.
 - All affected employees will be given a copy of the medical questionnaire to fill out, along with a stamped and addressed envelope for mailing the questionnaire to the company physician. Employees will be permitted to fill out the questionnaire on company time.
 - Follow-up medical exams will be granted to employees as required by the standard, and/or as deemed necessary by the medical clinic physician.
 - All employees will be granted the opportunity to speak with the physician about their medical evaluation, if they so request.

- The Program Administrator has provided the medical clinic physician with a copy of this program, a copy of the Respiratory Protection standard, the list of hazardous substances by work area, and for each employee requiring evaluation: his or her work area or job title, proposed respirator type and weight, length of time required to wear respirator, expected physical work load (light, moderate, or heavy), potential temperature and humidity extremes, and any additional protective clothing required.
- Any employee required for medical reasons to wear a positive pressure air-purifying respirator will be provided with a powered air-purifying respirator.
- After an employee has received clearance and begun to wear his or her respirator, additional medical evaluations will be provided under the following circumstances:
 - * Employee reports signs and/or symptoms related to their ability to use a respirator, such as shortness of breath, dizziness, chest pains, or wheezing.
 - * The medical clinic physician or supervisor informs the Program Administrator that the employee needs to be reevaluated;
 - * Information from this program, including observations made during fit testing and program evaluation, indicates a need for reevaluation.
 - * A change occurs in workplace conditions that may result in an increased physiological burden on the employee.

3. A list of **Texas Tank Services** employees currently included in medical surveillance is provided in Table 2 of this program.

4. All examinations and questionnaires are to remain confidential between the employee and the physician.

F. Fit Testing

1. Fit testing is required for employees wearing half-facepiece APRs for exposure to wood dust in Prep and Assembly, and maintenance workers who wear a tight-fitting SAR for dip tank cleaning. Employees voluntarily wearing half-facepiece APRs may also be fit tested upon request.

2. Employees who are required to wear half-facepiece APRs will be fit tested:

- Prior to being allowed to wear any respirator with a tight fitting facepiece.
- Annually.
- When there are changes in the employee's physical condition that could affect respiratory fit (e.g., obvious change in body weight, facial scarring, etc.).

3. Employees will be fit tested with the make, model, and size of respirator that they will actually wear. Employees will be provided with several models and sizes of respirators so that they may find an optimal fit. Fit testing of PAPRs is to be conducted in the negative pressure mode.

4. The Program Administrator will conduct fit tests following the OSHA approved Bitrex Solution Aerosol QLFT Protocol in Appendix B (B4) of the Respiratory Protection standard.

5. The Program Administrator has determined that QNFT is not required for the respirators used under current conditions at **Texas Tank Services**. If conditions affecting respirator use change, the Program Administrator will evaluate on a case-by-case basis whether QNFT is required.

G. Respirator Use

Respiratory protection is required for the following personnel;

TABLE 2. Texas Tank Services Personnel in Respiratory Protection Program			
Name	Department	Job Description/ Work Procedure	Respirator Type
		Operator	Half mask APR P100 filter when sanding/ AR continuous flow hood for cleaning
		Dip tank cleaning	SAR, pressure demand with auxiliary SCBA
		Spray Booth	SAR, continuous

H. General Use Procedures

1. Employees will use their respirators under conditions specified by this program, and in accordance with the training they receive on the use of each particular model. In addition, the respirator shall not be used in a manner for which it is not certified by NIOSH or by its manufacturer.
2. All employees shall conduct user seal checks each time that they wear their respirator. Employees shall use either the positive or negative pressure check (depending on which test works best for them) specified in Appendix B- 1 of the Respiratory Protection Standard.
3. All employees shall be permitted to leave the work area to go to the locker room to maintain their respirator for the following reasons: to clean their respirator if the respirator is impeding their ability to work, change filters or cartridges, replace parts, or to inspect respirator if it stops functioning as intended. Employees should notify their supervisor before leaving the area.
4. Employees are not permitted to wear tight-fitting respirators if they have any condition, such as facial scars, facial hair, or missing dentures, that prevents them from achieving a good seal. Employees are not permitted to wear headphones, jewelry, or other articles that may interfere with the facepiece-to-face seal.

I. Emergency Procedures

The following work areas have been identified as having foreseeable emergencies:

- Spray Booth Cleaning Area - spill of hazardous waste
- Dip Coat Area - malfunction of ventilation system, leak in supply system
- Coatings Storage Area - spill or leak of hazardous substances

When the alarm sounds, employees in the affected department must immediately don their emergency escape respirator, shut down their process equipment, and exit the work area. All other employees must immediately evacuate the building. Texas Tank Services's Emergency Action Plan describes these procedures (including proper evacuation routes and rally points) in greater detail.

Emergency escape respirators are located: **(This is specific to the facility)**

- Locker #1 in the Spray Booth Area
- Storage cabinet #3 in Dip Coat/Drying Area
- Locker #4 in the Coatings Storage Area

Respiratory protection in these instances is for escape purposes only. **Texas Tank Services** employees are not trained as emergency responders, and are not authorized to act in such a manner.

J. Respirator Malfunction

1. For any malfunction of an air-purifying respirator (APR) (e.g., such as breakthrough, facepiece leakage, or improperly working valve), the respirator wearer should inform his or her supervisor that the respirator no longer functions as intended, and go to the designated safe area to maintain the respirator. The supervisor must ensure that the employee receives the needed parts to repair the respirator, or is provided with a new respirator.

All workers wearing atmosphere-supplying respirators will work with a buddy. Buddies shall assist workers who experience an supplied-air respirator (SAR) malfunction as follows:

2. If a worker in the spray booth experiences a malfunction of an SAR, he or she should signal to the buddy that he or she has had a respirator malfunction. The buddy shall don an emergency escape respirator and aid the worker in immediately exiting the spray booth.

3. Workers cleaning wood pieces or assembled furniture in the Prep department will work with a buddy. If one of the workers experiences a respirator malfunction, he/she shall signal this to their buddy. The buddy must immediately stop what he or she is doing to escort the employee to the Prep staging area where the employee can safely remove the SAR.

K. IDLH Procedures

The Program Administrator has identified the following area as presenting the potential for IDLH conditions:

EXAMPLE

Dip Coat Tank Cleaning: Maintenance workers will be periodically required to enter the dip tank to perform scheduled or unscheduled maintenance. In such cases, workers will follow the permit required confined space entry procedures specified in the Texas Tank Services Confined Space Program. As specified in these procedures, the Program Administrator has determined that workers entering this area shall wear a pressure demand SAR. In addition, an appropriately trained and equipped standby person shall remain outside the dip tank and maintain constant voice and visual communication with the worker. In the event of an emergency requiring the standby person to enter the IDLH environment, the standby person shall immediately notify the Program

Administrator and will proceed with rescue operations in accordance with rescue procedures outlined in the Texas Tank Services Confined Space Program.

L. Air Quality

For supplied-air respirators, only Grade D breathing air shall be used in the cylinders. The Program Administrator will coordinate deliveries of compressed air with the company's vendor, Compressed Air Inc., and require Compressed Air Inc. to certify that the air in the cylinders meets the specifications of Grade D breathing air.

The Program Administrator will maintain a minimum air supply of one fully charged replacement cylinder for each SAR unit. In addition, cylinders may be recharged as necessary from the breathing air cascade system located near the respirator storage area. The air for this system is provided by Texas Tank Services's supplier, and deliveries of new air are coordinated by the Program Administrator.

M. Cleaning, Maintenance, Change Schedules and Storage

1. Cleaning

Respirators are to be regularly cleaned and disinfected at the designated respirator cleaning station located in the employee locker room. Respirators issued for the exclusive use of an employee shall be cleaned as often as necessary, but at least once a day for workers in the Prep and Assembly departments.

Atmosphere supplying and emergency use respirators are to be cleaned and disinfected after each use.

The following procedure is to be used when cleaning and disinfecting respirators:

- Disassemble respirator, removing any filters, canisters, or cartridges.
- Wash the facepiece and associated parts in a mild detergent with warm water. Do not use organic solvents.
- Rinse completely in clean warm water.
- Wipe the respirator with disinfectant wipes (70% isopropyl alcohol) to kill germs.
- Air dry in a clean area.
- Reassemble the respirator and replace any defective parts.
- Place in a clean, dry plastic bag or other airtight container.

Note: The Program Administrator will ensure an adequate supply of appropriate cleaning and disinfection material at the cleaning station. If supplies are low,

employees should contact their supervisor, who will inform the Program Administrator.

N. Maintenance

1. Respirators are to be properly maintained at all times in order to ensure that they function properly and adequately protect the employee. Maintenance involves a thorough visual inspection for cleanliness and defects. Worn or deteriorated parts will be replaced prior to use. No components will be replaced or repairs made beyond those recommended by the manufacturer. The manufacturer will conduct repairs to regulators or alarms of atmosphere-supplying respirators.
2. The following checklist will be used when inspecting respirators:

Texas Tank Services Respirator Inspection Checklist

Item	Item Evaluation	OK	Not OK
Facepiece	Cracks, tears, or holes		
	Facemask distortion		
	Cracked or loose lenses/faceshield		
Headstraps	Breaks or tears		
	Broken buckles		
Valves	Residue or dirt		
	Cracks or tears in valve material		
Filters/Cartridges	Approval designation		
	Gaskets		
	Cracks or dents in housing		
	Proper cartridge for hazard		
Air Supply Systems	Breathing air quality/grade		
	Condition of supply hoses		
	Hose connections		

	Settings on regulators and valves		
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3. Employees are permitted to leave their work area to perform limited maintenance on their respirator in a designated area that is free of respiratory hazards. Situations when this is permitted include to wash their face and respirator facepiece to prevent any eye or skin irritation, to replace the filter, cartridge or canister, and if they detect vapor or gas breakthrough or leakage in the facepiece or if they detect any other damage to the respirator or its components.

O. Change Schedules

1. Employees wearing APRs or PAPRs with P100 filters for protection against wood dust and other particulates shall change the cartridges on their respirators when they first begin to experience difficulty breathing (i.e., resistance) while wearing their masks.
2. Based on discussions with our respirator distributor about Texas Tank Services's workplace exposure conditions, employees voluntarily wearing APRs with organic vapor cartridges shall change the cartridges on their respirators at the end of each work week to ensure the continued effectiveness of the respirators.

P. Storage

1. Respirators must be stored in a clean, dry area, and in accordance with the manufacturer's recommendations. Each employee will clean and inspect their own air-purifying respirator in accordance with the provisions of this program and will store their respirator in a plastic bag in their own locker. Each employee will have his/her name on the bag and that bag will only be used to store that employee's respirator.
2. Atmosphere supplying respirators will be stored in the storage cabinet outside of the Program Administrator's office.
3. The Program Administrator will store Texas Tank Services's supply of respirators and respirator components in their original manufacturer's packaging in the equipment storage room.

Q. Defective Respirators

1. Respirators that are defective or have defective parts shall be taken out of service immediately. If, during an inspection, an employee discovers a defect in a respirator, he/she is to bring the defect to the attention of his or her supervisor.

Supervisors will give all defective respirators to the Program Administrator. The Program Administrator will decide whether to:

- Temporarily take the respirator out of service until it can be repaired.
- Perform a simple fix on the spot such as replacing a head strap.
- Dispose of the respirator due to an irreparable problem or defect.

2. When a respirator is taken out of service for an extended period of time, the respirator will be tagged out of service, and the employee will be given a replacement of similar make, model, and size. All tagged out respirators will be kept in the storage cabinet inside the Program Administrator's office.

R. Training

1. The Program Administrator will provide training to respirator users and their supervisors on the contents of the Texas Tank Services Respiratory Protection Program and their responsibilities under it, and on the OSHA Respiratory Protection standard. Workers will be trained prior to using a respirator in the workplace. Supervisors will also be trained prior to using a respirator in the workplace or prior to supervising employees that must wear respirators.

2. The training course will cover the following topics:

- The Texas Tank Services Respiratory Protection Program
- The OSHA Respiratory Protection Standard
- Respiratory Hazards Encountered At Texas Tank Services And Their Health Effects
- Proper Selection And Use Of Respirators
- Limitations Of Respirators
- Respirator Donning And User Seal (Fit) Checks
- Fit Testing
- Emergency Use Procedures
- Maintenance And Storage
- Medical Signs And Symptoms Limiting The Effective Use Of Respirators

3. Employees will be retrained annually or as needed (e.g., if they change departments and need to use a different respirator). Employees must demonstrate their understanding of the topics covered in the training through hands-on exercises and a written test. The Program Administrator will document respirator training and the documentation will include the type, model, and size of respirator for which each employee has been trained and fit tested.

5.0 Program Evaluation

A. The Program Administrator will conduct periodic evaluations of the workplace to ensure that the provisions of this program are being implemented. The

evaluations will include regular consultations with employees who use respirators and their supervisors, site inspections, air monitoring and a review of records.

B. Problems identified will be noted in an inspection log and addressed by the Program Administrator. These findings will be reported to Texas Tank Services management, and the report will list plans to correct deficiencies in the respirator program and target dates for the implementation of those corrections.

6.0 Documentation and Recordkeeping

A. A written copy of this program and the OSHA standard is kept in the Program Administrator's office and is available to all employees who wish to review it.

B. Also maintained in the Program Administrator's office are copies of training and fit test records. These records will be updated as new employees are trained, as existing employees receive refresher training, and as new fit tests are conducted.

C. The Program Administrator will also maintain copies of the medical records for all employees covered under the respirator program. The completed medical questionnaire and the physician's documented findings are confidential and will remain at (Wherever). The company will only retain the physician's written recommendation regarding each employee's ability to wear a respirator.

Table 3:				
Hazard Assessment - (DATE)				
Department	Contaminants	Exposure Level (8 Hrs. TWA)*	PEL**	Controls

* Data from Industrial Hygiene survey and report provided by **(whoever did this)**.

** These values are obtained from 29 CFR 1910.1000.

Texas Tank Services Hazard Communication Safety Plan

1. General Information

1.1. In order to comply with 29 CFR 1926.1200, Hazard Communication, the following written Hazard Communication Program has been established by **Texas Tank Services**. All work units of the company are included within this program. The written program will be available in the office, located at [LOCATION] and through a superintendent for review by any interested employee. [RESPONSIBLE PERSON] or the Safety Coordinator is responsible for the implementation and ongoing compliance with the program.

2. Employee Training

2.1. The Job Superintendent is responsible for the employee training program. He will ensure that all elements specified below are carried out.

2.2. Prior to starting work, each new employee of **Texas Tank Services** will attend a health and safety orientation and will receive information and training on the following:

2.2.1. An overview of the requirements contained in the Hazard Communication Standard.

2.2.2. Chemicals present in their workplace operations

2.2.3. Location and availability of our written hazard communication program,

2.2.4. Physical and health effects of the hazardous chemicals.

2.2.5. Methods and observation techniques used to determine the presence or release of hazardous chemicals in the work area.

2.2.6. How to lessen or prevent exposure to these hazardous chemicals through usage of control/work practices and personal protective equipment.

2.2.7. Steps **Texas Tank Services** has taken to lessen or prevent exposure to these chemicals.

2.2.8. Emergency procedures to follow if they are exposed to these chemicals.

2.2.9. How to read labels and review Safety Data Sheets (SDS) to obtain appropriate hazard information.

2.3 After attending appropriate training, each employee will sign a form to verify that they received and understood the training, procedures and policies within the **Texas Tank Services** Hazard Communication Program

2.4 Prior to a new chemical hazard being introduced into any section of this company, each employee of that section will be given information as outlined above. [RESPONSIBLE PERSON] and/or the Job Superintendent is responsible for ensuring that SDS on the new chemicals are available.

3. Written Hazard Communication Program

3.1 It is the policy of the Texas Tank Services, that the first consideration in the performance of work shall be the protection of the safety and health of all employees. The company has developed this Hazard Communication Program to ensure that all employees receive adequate information relevant to the possible hazards that may be involved with the various hazardous substances used in the company's operations and processes. The following program outlines how we will accomplish this objective.

4. Scope

4.1 This policy covers all potential workplace exposures involving hazardous substances as defined by federal, state and local regulations.

5. Hazard Determination

5.1 The company does not intend to evaluate any of the hazardous substances purchased from suppliers and/or manufacturers but have chosen to rely upon the evaluation performed by the suppliers or by the manufacturers of the substances to satisfy the requirements for hazard determination.

6. Container Labeling

6.1 No container or hazardous substances will be released for use unless the container is correctly labeled and the label is legible.

6.2 All chemicals in bags, drums, barrels, bottles, boxes, cans, cylinders, reaction vessels, storage tanks, or the like will be checked by the receiving department to ensure the manufacturer's label is intact, is legible, and has not been damaged in any manner during shipment. Any containers found to have damaged labels will be quarantined until a new label has been installed.

6.2.1. Labels: Chemical manufacturers and importers must provide a label that includes a signal word, pictogram, hazard statement, and precautionary statement for each hazard class and category.

6.3 All secondary containers shall be labeled. The information must include details of all chemicals that are in the referenced container. The labels must use these pictographs:

HCS Pictograms and Hazards



7. Safety Data Sheets (SDS)

7.1 Each location must maintain a master SDS file as well as a department-specific file. These Safety Data Sheets are available to all employees, at all times, upon request. The Safety Data Sheets must have 16 specific sections, ensuring consistency in presentation of important protection information

7.2 The Safety Committee or a designee will be responsible for reviewing all incoming SDSs for new and significant health/safety information (the company will ensure that any new information is passed on to the employees involved).

7.3 The Safety Coordinator or designee will review all incoming SDSs for completeness. If any SDS is missing or obviously incomplete, a new MSDS will be requested from the manufacturer or distributor. OSHA is to be notified if the manufacturer or distributor will not supply the SDS or if it is not received after 30 days from request. Any new information will be passed on to employees involved.

7.4 New materials will not be introduced into the work area until an SDS has been received.

7.5 The purchasing department will make it an ongoing part of its function to obtain SDSs for all new materials when they are first ordered.

7.6 The safety coordinator or his or her designee shall coordinate with appropriate departments to make sure all SDSs are obtained, distributed and communicated.

8. List of Hazardous Substances

8.1 Each company should compile, annually review, and update as necessary a complete inventory of all substances present in that facility. The name of those materials determined to be hazardous are defined in applicable federal and state standards.

9. Employee Information and Training

9.1. All employees will attend an orientation meeting for information and training on the following items prior to starting work with hazardous substances; (Training CHECKLIST is to be completed and kept on file.)

9.1.1. An overview of the requirements of the Hazard Communication Standard, including their rights under this regulation.

9.1.2. Information on where hazardous substances are present in their work areas.

9.1.3. Information regarding the use of hazardous substances in their specific work areas.

9.1.4. The location and availability of the written hazard communication program. A copy of the program will be given to all employees during the orientation meeting. Subsequent to this, the program will be available from managers and also from the office.

9.1.5. The physical and health aspects of the substances in use.

9.1.6. Methods and observation techniques used to determine the presence or release of hazardous substances in the work area.

9.1.7. The controls, work practices and personal protective equipment that are available for protection against possible exposure.

9.1.8. Emergency and first aid procedures to follow if employees are exposed to hazardous substances.

9.1.9. How to read labels and safety data sheets to obtain the appropriate hazard information.

9.1.10. Refresher training shall be conducted annually.

9.2. It is most important that all of our employees understand the information given in the orientation meetings. Questions regarding this information should be directed to the Safety Coordinator.

9.3. When new substances are introduced into the workplace the department manager will review the above items with you as they are related to the new materials. The department manager will relay all the above information to new employees who will be working with hazardous substances, prior to their starting work. An Acknowledgment Statement is to be completed by each employee receiving this information and training. These are to be kept on file in the human resources department.

10. Non-routine Tasks

10.1. Infrequently, employees may be required to perform non-routine tasks that involve the use of hazardous substances. Prior to starting work on such projects, each involved employee will be given information by his or her supervisor about hazards to which they may be exposed during such an activity.

10.2. This information will include:

10.2.1. The specific hazards.

10.2.2. Protective/safety measures that must be utilized.

10.2.3. The measures the company has taken to lessen the hazards, including special ventilation, respirators, the presence of another employee, air sample readings, and emergency procedures.

11. Plan Administration

11.1. This Hazard Communication program will be monitored by the Safety Coordinator. Questions regarding this program should be directed to the Safety Coordinator. This document must be approved and signed by the senior executive on site.

Signature	
Title	
Date	

12. Safety Data Sheet Information

12.1. OSHA rules outline the content, but not the exact form, of every Safety Data Sheet. Here is what OSHA requires each data sheet to contain:

Identity The data sheet must contain the name of the chemicals found on the label. In addition, subject to deletion of legitimate trade secrets, it must give the chemical and common name of the substance. If the substance is a mixture and has not been tested as such, the data sheet must give the name of each hazardous constituent.

Characteristics The data sheet must recite the physical and chemical characteristics of the chemical, such as vapor pressure, flash point, etc.

Physical Hazards Any potential for fire, explosion or reaction must be included in the data sheet.

Health Hazards Signs and symptoms of exposure must be entered, as must all medical conditions that are likely to be aggravated by exposure.

Routes Of Entry The data sheet must specify whether the chemical typically enters the system by ingestion, inhalation, dermal exposure or some other route.

Exposure Limits If OSHA has established an exposure limit for the chemical, or if the American Conference of Governmental Industrial Hygienists has established a Threshold Limit Value, these must be entered on the data sheet, as must any exposure limit used by the authority preparing the data sheet.

Carcinogens The data sheet must indicate whether the chemical is listed as a carcinogen by the National Toxicology Program, by OSHA, or by the International Agency for Research in Cancer.

Use And Handling The data sheet must recite any general applicable precautions for safe handling and use that are known to the firm preparing the data sheet, including hygiene practices, protective measures during repair and maintenance of contaminated equipment and procedures for clean-up of spills and leaks. Industrial chemical consumers often might add site-specific procedures to the more general information offered by the chemical manufacturer.

Exposure Controls The data sheet must include a description of special procedures to be employed in emergencies, as well as a description of appropriate first aid.

Dates The sheet must bear the date of its preparation or of its latest revision.

Information Source Finally, the sheet must recite the name, address and telephone number of the person who prepared the data sheet or of some other person who can provide additional information relating to the chemical, such as citations to scientific literature or specialized emergency procedures.

Manager Training Of Employee Checklist

Information: Has the employee been informed of the following?	Yes	No
The requirements of this section.		
Any operation in the work area where hazardous substances are present.		
The location of the written Hazard Communication Program.		
Availability of the written program.		
Location and availability of hazardous substances list(s).		
Location and availability of Safety Data Sheets.		
Training: Has the employee been trained in the following?	Yes	No
Methods and observations that may be used to detect the presence or release of hazardous substances in the work areas.		
The physical and health hazards of the substances in the work areas.		
How employees can protect themselves from these hazards.		
Procedures the employer has implemented for employee protection.		
Appropriate work practices.		
Emergency procedures.		
Personal protective equipment to be used.		
Explanation of labeling systems.		
Explanation of safety data sheets.		
How employees can obtain and use appropriate hazard information.		
Personal hygiene when working with substances.		
General first aid for contact with hazardous substances.		

Employee's Signature

Date

--	--

Manager's Signature

Date

--	--

Request For Safety Data Sheets

Date of Request	
Department	
To	
From	

I hereby request that I be given the Safety Data Sheets on the following hazardous substance(s):

Date Received	
Acknowledged	<i>(Requesting Employee)</i>
Department	
Manager	
Date	

cc: Corporate Safety Department

Program/Training Document

Training Acknowledgment

I have received information on the Hazard Communication Standard 29 CFR 1910.1200 or the appropriate state standard and understand how to interpret and to use the labeling systems and Safety Data Sheets (SDSs) that are in use and accessible to me in my work area. I agree to observe and follow the safe work practices as presented to me in the training sessions I attended on (date) at (location).

Employee Signature	Date

The above named employee has been informed and instructed by (name of instructor) regarding work practices, chemical hazards recognition, interpretation and use of chemical labels, SDSs, the CFR 29, 1910.1200 (e) or appropriate state standard and the location at which these items are accessible to the employee.

Managers Signature	Date

Explanation of Terms Used on Safety Data Sheets

SECTION I

Chemical Name and Synonyms—The product identification. The chemical or generic name of single elements and compounds.

Trade Names and Synonyms—The name under which the product is marketed and the common commercial name of the product.

Chemical Family—Refers to a grouping of chemicals that behave and react with other chemicals in a similar manner.

Formula—The chemical formula or single elements or compounds.

CAS Number—The Chemical Abstracts Service number, if applicable.

EPA—The code number assigned by the Environmental Protection Agency, if applicable.

DOT Classification—The appropriate classification as determined by the regulations of the Office of Hazard Material, Department of Transportation.

SECTION II

Hazardous Ingredients—The major components as well as any minor one(s) having potential for harm that are considered when evaluating the product.

TLV—Threshold Limit Value (TLV) indicates the permissible exposure concentration, a limit established by a government regulatory agency, or an estimate if none has been established.

SECTION III

Physical Data

Boiling Point (F)—The temperature in degrees Fahrenheit at which the substances will boil.

Vapor Pressure—The pressure of saturated vapor above the liquid expressed in mm Hg at 20C.

Vapor Density—The relative density or weight of a vapor or gas (with no air present) compared with an equal volume of air at ambient temperature.

Solubility in Water—The solubility of a material by weight in water at room temperature. The terms negligible, less than 0.1 percent, 0.1 to 1 percent; moderate 1 to 10 percent, applicable 10 percent or greater.

Appearance and Odor—The general characterization of the material, i.e., powder, colorless liquid, aromatic odor, etc.

Specific Gravity (H₂O=1)—The ratio of the weight of a volume of the material to its weight of an equal volume of water.

Percent, Volatile by Volume (%)—The percent by volume of the material that is considered volatile. (The tendency or ability of a liquid to vaporize.)

Evaporation Rate—The ratios of the time required to evaporate a measured volume of a liquid to the time required to evaporate the same volume of a reference liquid (ethyl ether) under ideal test conditions. The higher the ratio, the slower the evaporation rate.

SECTION IV

Flash Point (Method Used)—The temperature in degrees Fahrenheit at which a liquid will give off enough flammable vapor to ignite in the presence of a source of ignition.

SECTION V

Conditions to Avoid—Conditions that, if they exist with the substance present, could cause it to become unstable.

Incompatibility (Materials to Avoid)—Materials that will react with the substance.

Hazardous Decomposition Products—Refers to that reaction that takes place at a rate that releases large amounts of energy. Indicates whether or not it may occur and under what storage conditions.

SECTION VI

Health Hazard Data—Possible health hazards as derived from human observation, animal studies or from the results of studies with similar products.

Threshold Limit Value (TLV)—The value for airborne toxic material that are to be used as guides in the control of health hazards and represent concentrations to which nearly all workers may be exposed eight hours per day over extended periods of time without adverse effects.

Effects of Overexposure—The effects on or to an individual who has been exposed beyond the specified limits.

Emergency and First-Aid Procedures—Gives first aid and emergency procedures in case of eye and/or skin contact, ingestion and inhalation.

SECTION VII

Stability—Whether the substance is stable or unstable, an unstable substance is one that will vigorously polymerize, decompose, condense, or will become self-reactive under conditions of shock, pressure, or temperature.

A copy of the form you may want to use to list your hazardous substances by work area follows this page. This information would be based on the initial survey and subsequent hazard determination.

SECTION VIII

Spill or Leak Procedures—Steps to be taken if material is released or spilled. Method and materials to use to clean up or contain.

Waste Disposal Method—Method and type of disposal site to use.

SECTION IX

Special Protection Information

Respiratory Protection—Specific type should be specified, i.e., dust mask, NIOSH-approved cartridge respirator with organic-vapor cartridge.

Ventilation—Type of ventilation recommended, i.e., local exhaust, mechanical, etc.

Protective Gloves—Refers to the glove that should be worn when handling the product, i.e., cotton, rubber.

Eye Protection—Refers to the type of eye protection that is to be worn when handling or around the product.

Flammable Limits—The range of gas or vapor concentration (percent by volume in air) that will burn or explode if an ignition source is present. (Lel) means the lower explosive limits and (Uel) the upper explosive limits given in percent.

Extinguishing Media—Specifies the fire-fighting agent(s) that should be used to extinguish fires.

Special Fire-Fighting Procedures/Unusual Fire and Explosion Hazards—Refer to special procedures required if unusual fire or explosion hazards are involved.

Work Area Hazardous Substance List

Work Area:	
------------	--

Chemical Identity
Label/Special Information

CAS # or Serial #

Vendor

Texas Tank Services Hearing Conservation

OSHA does not require a written hearing conservation program. However, this sample program is a guide to complying with 29 CFR 1910.95 and provides written documentation.

1. OBJECTIVE

The objective of the Hearing Conservation Program is to minimize occupational hearing loss by providing hearing protection, training, and annual hearing tests to all persons working in areas or with equipment that have noise levels equal to or exceeding an eight-hour time-weighted average (TWA) sound limit of 85 dBA (decibels measured on the A scale of a sound level meter). All affected departments will maintain a copy of this program. A copy of OSHA's Hearing Conservation Standard, 29 CFR 1910.95, can be obtained from **Crew Leaders**. A copy of the standard will also be posted in areas with affected employees.

2. ASSIGNMENT OF RESPONSIBILITY

2.1. Management

2.1.1. Use engineering and administrative controls to limit employee exposure.

2.1.2. Provide adequate hearing protection for employees.

2.1.3. Post signs and warnings in all high noise areas.

2.1.4. Conduct noise surveys whenever a change in production, process, equipment or controls increases noise exposures to workers.

2.1.5. Conduct annual hearing test for all employees.

2.1.6. Conduct hearing conservation training for new and all employees.

2.2 Employees

2.2.1. Use company-issued approved hearing protection in designated high noise areas.

2.2.2. Request new hearing protection when needed.

2.2.3. Exercise proper care of issued hearing protection.

3. PROCEDURES

3.1. Noise Monitoring

3.1.1. Monitoring for noise exposure levels will be conducted by **Crew Leaders**. It is the responsibility of the individual departments to notify **Crew Leaders** when there is a possible need for monitoring. Monitoring will be performed with the use of calibrated sound level meters and personal noise dosimeters at the discretion of **Crew Leaders**.

3.1.2. Monitoring will also be conducted whenever there is a change in equipment, process or controls that affect the noise levels. This includes the addition or removal of machinery, alteration in building structure, or substitution of new equipment in place of that previously used. The responsible supervisor must inform **Crew Leaders** when these types of changes are instituted.

3.2. Employee Training

3.2.1. Affected employees will be required to attend training concerning the proper usage and wearing of hearing protection. The training will be conducted by **Crew Leaders**, or a designated representative, within a month of hire and annually thereafter.

3.2.2. Training shall consist of the following components:

3.2.2.1. how noise affects hearing and hearing loss

3.2.2.2. purpose and explanation of audiometric testing

3.2.2.3. test rules and procedures

3.2.2.4. locations of high noise areas within the establishment

3.2.2.5. purpose and how to use and care for hearing protectors

3.3.1. Training records will be maintained by **Crew Leaders** (see Attachment A).

4. Hearing Protection

4.1. Management, supervisors, and employees shall properly wear the prescribed hearing protection while working or traveling through any area that is designated as a high noise area.

4.1.1. Hearing protection will be provided at no cost to employees who perform tasks designated as having a high noise exposure and replaced as necessary. It is the employee's responsibility to wear hearing protection when noise levels

reach or exceed 85 dBA. Management will supervise proper use of hearing protection. Employees will have the opportunity to choose from a variety of suitable hearing protectors provided by the employer.

4.1.2. Personal stereo headsets, or “iPods,” are not approved for hearing protection and are not permitted in any operating area of the establishment.

Signage is required in areas that necessitate hearing protection. It is the responsibility of **Crew Leaders** to provide signage in the appropriate areas.

4.1.3 Preformed earplugs and earmuffs should be washed periodically and stored in a clean area. Foam inserts should be discarded after each use. Hands should be washed before handling preformed earplugs and foam inserts to prevent contaminants from entering the ear.

4.1.4 **Crew Leaders** will keep a log of the areas or job tasks designated as requiring hearing protection, as well as the personnel affected by this Hearing Conservation Program (see Attachment B).

4.2. Hearing Protection shall be worn by an employee:

4.2.1. Whose exposure is at or above an 8 hour TWA of 90 dBA; or

4.2.2. Who is exposed to an 8 hour TWA of 85 dBA or greater and who has not had a baseline audiogram established; or

4.2.3. Who has experienced a STS (Standard Threshold Shift).

5. Audiograms/Hearing Tests

5.1 Employees subject to the Hearing Conservation Program who have time-weighted average (TWA) noise exposures of 85 dBA or greater for an eight (8) hour work shift will be required to have both a baseline and annual audiogram. The audiograms will be provided by and conducted by **Responsible Company** with no cost to the employee.

5.2 The baseline audiogram will be given to an employee within six (6) months of employment with and before any exposure to high noise levels. Annual audiograms will be performed within one year from the date of the previous audiogram. It is the responsibility of **Crew Leaders** to schedule the annual audiogram.

5.3 If an annual audiogram shows that an employee has suffered a standard threshold shift, the employee will be retested within thirty (30) days of the annual audiogram. If the retest confirms the occurrence of a standard threshold shift, the employee will be notified in writing within twenty-one (21) days of the

confirmation. Employees who do experience a standard threshold shift will be refitted with hearing protection and provided more training on the effects of noise.

6. Recordkeeping

6.1. Accurate records shall be maintained of all employee exposure measurements required (noise measurements, audiometric tests, training)

6.2. Noise measurement records shall be retained for two years; audiometric test records shall be retained for the duration of the affected employees employment.

Attachment A

Texas Tank Services Hearing Conservation Training Log

Training Topic	Trainer	Date

Employee Name (printed)	Employee Signature	Job Title

Attachment B

Texas Tank Services Record of Hearing Protection Needs

Personnel in Hearing Conservation Program

Hearing protection is required for and has been issued to the following personnel:

Employee Name	Job Description/ Equip. Being Used	Type of Hearing Protection Issued	Department	Date Issued
<i>(Continue on additional page.)</i>				

Abrasive Blasting

1. Only qualified and authorized persons are to perform this task
2. Visually inspect hoses or fittings on blasting equipment for wear and tear prior to use. Do not use if the hose or fitting is cracked or otherwise damaged.
3. Do not use compressed air to clean equipment or yourself.
4. When sanding, scraping, bead-blasting, or mechanically pulverizing, wear your dust mask or the respirator mask if provided.
5. Open doors, windows, and/or use exhaust fans to maintain fresh air ventilation.
6. Wear your gloves, dust masks, goggles and hearing protection if provided.
7. When you are using a disk sander, sand on the downward side of the disk.
8. Do not eat, drink, or use tobacco products while using sanders.
9. After leaving the sanding area wash hands and exposed skin surfaces of arms.
10. Do not wear contact lenses when sanding, bead-blasting, or mechanically pulverizing.
11. Appropriate personal protection equipment (PPE), as assessed and determined by the company, must be worn which can include face shields, abrasive blasting air hood and suit, etc.
12. If respiratory protection is required or mandated, then a respiratory program is to be implemented in accordance with OSHA standards.
13. The employer is to ensure to train/educate all users of chemicals or products on the safe use, storage, etc. as part of their established hazard communication program. This can include the availability and further awareness on safety data sheets, labels, appropriate to this process

North Central Texas Council of Governments
Tabulation Report RFP #2024-135 - Water Storage Tank Inspection &
Cleaning Services
Vendor: JK Tank Services, LLC

General Comments: Pricing is for city of Allen only. Will need to submit new pricing for different regions due to varying distances.

General Attachments: Addendum 1 - 2 Acknowledgement.pdf
Allen Bid.pdf
Dive Equipment for Jobs.pdf
Jeff Kannard resume.docx
JK TANK SERVICES-Company Cover Letter.docx
References TTS.pdf
Roles.pdf
Texas Tank Services Safety Plan.pdf