

DENALI

Request for Proposal:

Bid Number 2024GC01
2024 Sewer Lagoon Sludge Removal Project

Submitted to:

Office of City Clerk - City of Byram
5901 Terry Road
Byram, Mississippi 39272

Submitted via Online

Due Date:

October 21, 2024 at 10:00 AM

220 S. Commerce Ave
Russellville, AR 72801
(479) 498-0500

DenaliCorp.com



October 17, 2024

Submitted via Courier

Office of City Clerk - City of Byram
5901 Terry Road
Byram, Mississippi 39272

RE: ***Bid Number 2024GC01***
City of Byram – 2024 Sewer Lagoon Sludge Removal Project

To Whom It May Concern,

Denali Water Solutions LLC ("Denali") is the respondent to the City of Byram for the Sewer Lagoon Sludge Removal Project. At Denali, our goal is to continuously exceed our customers' expectations by providing residuals management services at the highest industry standards, driven by our team of seasoned residuals management professionals, our readily available assets, and backed by our outstanding environmental and safety record.

The core of our approach presented in this bid response is to exceed the City of Byram's expectations as a valued team member through our unparalleled experience in managing and operating biosolids projects. Denali has consistently checked all the boxes when it comes to operations, maintenance, and regulatory aspects of biosolids. The Denali team approach provides the opportunity for the City of Byram to engage trusted biosolids experts throughout the term of the project.

The company prides itself in putting the customers' needs, the environment and safety first. This philosophy has been a primary driver for Denali's success as an environmental services company, and it is the reason Denali will continue to be the premier choice for responsive and ethical residuals management services for public, private, and industrial customers across the United States.

Denali is prepared to enter into an agreement with the City of Byram for the Sewer Lagoon Sludge Removal project. Denali's employees, partners and experience clearly demonstrates our strength and ability to increase the performance level beyond expectations.

I would like to thank you for reviewing the contents of our bid submittal. Should you need additional clarification, please contact me at 315-374-8645 or by email at jeffrey.leblanc@denaliwater.com. Again, thank you for the opportunity to submit our bid to the City of Byram and we look forward to the next steps.

Thank you.

Very truly yours,


Jeffrey J. LeBlanc
Chief Growth Officer

cc: Steve Hall, VP Sales, East Region, (770) 845-0078, steve.hall@denaliwater.com

SECTION 00300

PROPOSAL

2024 Sewer Lagoon Sludge Removal Project
City of Byram

Date: October 21, 2024

To: City of Byram
5901 Terry Road
Byram, Mississippi

1. The following proposal is made on behalf of the undersigned bidder and no others. Evidence of our authority to submit the Proposal is hereby furnished. The Proposal is made without collusion on the part of any person, firm, or corporation.
2. We, the undersigned bidder certify that we have carefully examined the Specifications, and Special Provisions, and other proposed Contract Documents and any and all addenda thereto.
3. We further certify that we have visited and carefully examined the site of the proposed work and have inspected the location and condition of all public utilities and existing structures or other facilities on site or adjacent thereto which may be affected by the proposed construction, and fully understand all conditions relative to construction difficulties, hazards, labor, transportation, and all other factors affecting the prosecution of the work covered by this proposal.
4. We understand that the quantities mentioned below are approximate only and are subject to either increase or decrease, and hereby propose to perform any increased or decrease quantities of work at the unit prices bid. We understand that any increase in quantities shall require written approval before exceeding bid quantities.
5. In accordance with the requirements of the Plans, Specifications, and Special Provisions, we propose to furnish all necessary materials, equipment, labor, tools, and other means of construction and will do the work called for in and by the Contract Documents within the specified contract time for the following unit prices.

Bidder has examined copies of all the Bidding Documents, the Notice for Bids, the Instructions to Bidders, and of the following Addenda (receipt of all which is hereby acknowledged):

No.	<u>1</u>	Dated	<u>10/16/24</u>	No.	<u> </u>	Dated	<u> </u>
No.	<u> </u>	Dated	<u> </u>	No.	<u> </u>	Dated	<u> </u>

The following is our itemized proposal for construction of the

**2024 SEWER LAGOON SLUDGE REMOVAL PROJECT
CITY OF BYRAM**

We agree to finish the project within 90 calendar days and understand that this Contract is subject to liquidated damages.

The City of Byram reserves the right to delete bid items in their entirety at the unit bid price with the deduction being taken from the Total Bid Price with no penalty or ramification to the City of Byram.

Pay Item	Item Description	Approx. Quantity	Units	Unit Price Dollars	Item Total Dollars
1	Mobilization	1	LS	\$59,000.00	\$59,000.00
2	Pumping of Dewatering Effluent	1	LS	\$4,925.00	\$4,925.00
3	Grading for Bag Lay Down Area	1	LS	\$152,400.00	\$152,400.00
4	Removal of Sludge	1750	Bone Dry Tons	\$44.45	\$77,787.50
5	Placement and Processing of Dried Sludge	1750	Bone Dry Tons	\$66.70	\$116,725.00
6	Silt Fence	315	L.F.	\$7.825	\$2,464.87
7	Aerator - Installed	2	EA.	\$51,720.00	\$103,440.00

TOTAL BID: \$ 516,742.37

TOTAL BID

WORDS:

Five Hundred Sixteen Thousand Seven Hundred Forty-Two Dollars and Thirty-Seven cents

6. Any item shown on the Plans and not listed in this Proposal shall be included in the cost of other items.
7. The City reserves the right to add or delete to the quantities shown at the unit price submitted with no other adjustment in the Contract amount.
8. We shall furnish the City with a list of all proposed Sub-Contractors before the Contract is awarded and understand that the City reserves the right to reject any Sub-Contractor which has any conflict with the City in accordance with all applicable State Laws.
9. We further propose to execute the Contract Agreement as shown in the Specifications within ten (10) days after the Contract is formally awarded to us.
10. We also propose to execute Performance Bond and Payment Bond as shown in the Specifications, in an amount not less than one hundred percent (100%) to total of our bid. This Bond shall not only serve to guarantee the completion of the work on our part, but to also guarantee the excellence of both workmanship and materials until the work is finally accepted.
11. We enclose a Bid Bond in the amount of 5% of the Bid Amount Dollars (\$ 5% of the Bid Amount) and hereby agree that in case of our failure to execute the Contract and furnish Bond within ten (10) days after notice of formal award, the amount of this Bond will be forfeited to the City of Byram as liquidated damages arising out of our failure to execute the Contract as proposed.
12. It is understood that in case we are not awarded the work, the Bid Bond submitted as bid security will be returned as stipulated in the Specifications.

Respectfully submitted,

Date: October 21, 2024

Denali Water Solutions LLC

Contractor

Jeffrey J. LeBlanc, Chief Growth Officer

Title



220 S. Commerce Ave., 1st Floor, Russellville, AR 72801

Address

(To be filled in if a corporation)

Date: October 21, 2024

Our Corporation is chartered under the laws of the State of Delaware
and the names, titles, and business addresses of the executives are as follows:

<u>Todd Mathes</u>	220 S. Commerce Ave., 1st Floor,
President	Russellville, AR 72801
	Address

<u>Donald Budhu</u>	220 S. Commerce Ave., 1st Floor,
Secretary	Russellville, AR 72801
	Address

<u>Brian Rosh</u>	220 S. Commerce Ave., 1st Floor,
Treasurer	Russellville, AR 72801
	Address

(To be filled in if a partnership)

Date: _____, 2024

N/A

Name

Address

Name

Address

Name

Address

END OF SECTION

SECTION 00480

NON-COLLUSION AFFIDAVIT

State of New York,

County of Monroe,

I, Jeffrey J. LeBlanc, Individually, and in my capacity as
(Name of person signing Affidavit)
Chief Growth Officer Of Denali Water Solutions LLC
(Title)
Limited Liability Company
(Name of Firm, Partnership, or Corporation)

being duly sworn, on oath do depose and say as follows;

(A). That Denali Water Solutions LLC Bidder on the **City of Byram 2024 Sewer Lagoon Sludge Removal Project** has not either directly or indirectly entered into an agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Contract; nor have any of its officers, partners, employees, or principal owners.

(B). Further, that neither said legal entity nor any of its directors, officers, partners, principal owners or managerial employees are currently debarred from bidding on public Contracts by the State of Mississippi or any of its agencies; or by one or more of the other states or any of its agencies.

[Signature]
Signature Jeffrey J. LeBlanc

Chief Growth Officer
Title

(Seal)
Sworn before me this 21st day of October, 2024.

My Commission expires [Signature]
Notary Public

GARY T. ALDRIDGE
Notary Public - State of New York
No. 01AL6194373
Qualified in Monroe County
My Commission Expires Sept. 29, 2028

NOTE: FAILURE TO PROPERLY SIGN AND NOTARIZE THIS AFFIDAVIT WILL DISQUALIFY THE BID.

END OF SECTION



Tube Technical Sheet

OS435 Hi-Flo

Another Custom Designed Flintex™ Fabric

OS435 Hi-Flo is an engineered woven polypropylene fabric features pressure relief bands together with superior dewatering rate and excellent frictional properties. This product is especially designed for use in TITANTube® dewatering tubes as well as for soft soil or sludge cap reinforcement. This product is rated superior in workplace safety.

Fabric Properties			
Mechanical Properties	Test Method	Units	Value
Wide Width Tensile Strength	ASTM D4595	lbs/in (kN/m)	
MD			450 (78.0)
CMD			650 (113.7)
Wide Width Elongation	ASTM D4595	%	
MD			20
CMD			20
Factory Seam Strength	ASTM D 4884	lbs/in (kN/m)	450 (78.0)
Hydraulic Properties	Test Method	Units	Value
Apparent Opening Size – AOS _(max)	ASTM D4751	US Sieve (mm)	40 (.420)
Water Flow – Rate	ASTM D4491	gpm/ft2 (l/min/m2)	37.5 (1526)
Tube Properties – When utilized in a TITANTube	Test Method	Units	Value
Tube Operating Strength	ASTM D4595	lbs/in (kN/m)	450 (78.0)
Circumferential Strength (After allowing for all seams, including beneath the tube)	ASTM D 4884		
Tube Operating Strength	ASTM D4595	lbs/in (kN/m)	450 (78.0)
Axial Strength (After allowing for all seams on top, ends and within 20 ft of the tube's end beneath the tube)	ASTM D 4884		
Port Design	N/A	N/A	radial shirt-sleeve
Additional Properties	Test Method	Units	Value
CBR Puncture Strength	ASTM D6241	lbs (N)	N/A
UV Resistance	ASTM D4355	%	90
Weave Style/ High Angle of Friction _(safety)	N/A	N/A	Rip-Resistant
Pressure Relief Warning Band _(safety)	N/A	Inch (cm)	4 (10)

Disclaimer:

FLINT assumes no liability for the accuracy or completeness of this information or for the ultimate use by the purchaser. FLINT disclaims any and all express, implied, or statutory standards, warranties or guarantees, including without limitation any implied warranty as to merchantability or fitness for a particular purpose or arising from a course of dealing or usage of trade as to any equipment, materials, or information furnished herewith. This document should not be construed as engineering advice. Flint Technical Geosolutions warrants our products to be free from defects in material and workmanship when shipped out to our customers and that our products meet our published specifications. Contact Flint at (912)685-3375 for more information

1040 East Lillian St,

Metter GA 30439 (USA)

TEL: (912) 685-3375

FAX: (912) 685-9801



Bid Bond

SECTION 00485

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we, the undersigned, Denali Water Solutions LLC as Principal, and Argonaut Insurance Company, as Surety, are hereby held and firmly bound unto the **City of Byram**, as **Owner**, in the penal sum of five (5) percent of bid for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns. Signed, this the 21st day of October, 2024. The condition of the above obligation is such that whereas the Principal has submitted to the **City of Byram** a certain Bid, attached hereto and hereby made a part thereof to enter into a Contract in writing, for the construction of:

**2024 SEWER LAGOON SLUDGE REMOVAL PROJECT
CITY OF BYRAM**

NOW, THEREFOR

- (A) If said Bid shall be rejected, or,
- (B) If said Bid shall be accepted and the Principal shall execute and deliver a Contract on the Contract Form as attached hereto (properly completed in accordance with said Bid) and shall furnish Bonds for his faithful performance of said Contract, and for the payment of persons performing labor or furnishing materials in connection with herewith, and shall in all other respects perform the agreement created by and acceptance of said Bid, then this obligation shall be void, otherwise same shall remain in effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for the value received, hereby stipulates and agrees that the obligations of said Surety and its Bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extensions.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereunto affixed and these present to be signed by their offices, the and year first set for above.

Denali Water Solutions LLC

By: _____ (L.S.)

Principal

Argonaut Insurance Company
Surety

By: _____

William T Krumm, Attorney-in-Fact

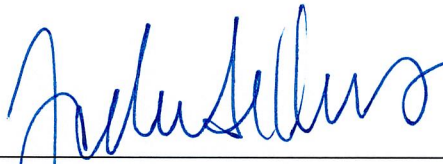
IMPORTANT: Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the project is located.

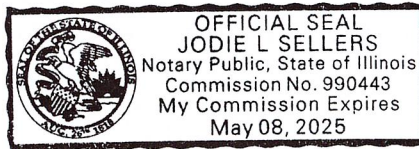
END OF SECTION

State of Illinois
County of Cook

I, Jodie L Sellers, Notary Public of Cook County, in the State of Illinois, do hereby certify that William T. Krumm Attorney-in-Fact, of the Argonaut Insurance Company who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the Argonaut Insurance Company for the uses and purposes therein set forth.

Given under my hand and notarial seal at my office in the City of Rolling Meadows in said County, this 21st day of October, 2024



Notary Public Jodie L Sellers
My Commission expires: 05/08/2025

Argonaut Insurance Company
Deliveries Only: 225 W. Washington, 24th Floor
Chicago, IL 60606

United States Postal Service: P.O. Box 469011, San Antonio, TX 78246
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the Argonaut Insurance Company, a Corporation duly organized and existing under the laws of the State of Illinois and having its principal office in the County of Cook, Illinois does hereby nominate, constitute and appoint:

William T. Krumm, Sharon A. Foulk, Jodie Sellers, Patrick M. Gallagher, Karen E. Socha, Jon A. Schroeder

Their true and lawful agent(s) and attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal and deliver for and on its behalf as surety, and as its act and deed any and all bonds, contracts, agreements of indemnity and other undertakings in suretyship provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed the sum of:

\$97,550,000.00

This Power of Attorney is granted and is signed and sealed under and by the authority of the following Resolution adopted by the Board of Directors of Argonaut Insurance Company:

"RESOLVED, That the President, Senior Vice President, Vice President, Assistant Vice President, Secretary, Treasurer and each of them hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer or attorney, of the Company, qualifying the attorney or attorneys named in the given power of attorney, to execute in behalf of, and acknowledge as the act and deed of the Argonaut Insurance Company, all bond undertakings and contracts of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, Argonaut Insurance Company has caused its official seal to be hereunto affixed and these presents to be signed by its duly authorized officer on the 19th day of November, 2021.

Argonaut Insurance Company



by: _____

Gary E. Grose

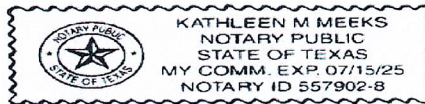
Gary E. Grose, President

STATE OF TEXAS

COUNTY OF HARRIS SS:

On this 19th day of November, 2021 A.D., before me, a Notary Public of the State of Texas, in and for the County of Harris, duly commissioned and qualified, came THE ABOVE OFFICER OF THE COMPANY, to me personally known to be the individual and officer described in, and who executed the preceding instrument, and he acknowledged the execution of same, and being by me duly sworn, depose and said that he is the officer of the said Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and the said Corporate Seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority and direction of the said corporation, and that Resolution adopted by the Board of Directors of said Company, referred to in the preceding instrument is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my Official Seal at the County of Harris, the day and year first above written.



Kathleen M. Meeks

(Notary Public)

I, the undersigned Officer of the Argonaut Insurance Company, Illinois Corporation, do hereby certify that the original POWER OF ATTORNEY of which the foregoing is a full, true and correct copy is still in full force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand, and affixed the Seal of said Company, on the 21st day of October, 2024



Austin W. King

Austin W. King, Secretary



License

State of Mississippi

BOARD OF CONTRACTORS

ACTIVE

DENALI WATER SOLUTIONS LLC
220 S COMMERCE AVE.
RUSSELLVILLE, AR 72802

is duly registered and entitled to perform

1) DREDGING 2) WASTE DISPOSAL



We have hereunto set our hand and caused the Seal of the Mississippi Board of Contractors to be affixed this 4 day of Dec., 2023

CERTIFICATE OF RESPONSIBILITY

No. 20295-SC

Expires Dec. 4, 2024

Joel A. Canall

CHAIRMAN OF THE BOARD

TONY CARROLL
Chairman
Amory

THOMAS KLINE
Fulton

JOHN LAWS, III
Madison

DAVID SMITH
Ridgeland

GREG SMITH
Gulfport



HUNTER L. FORDICE
Vice-Chairman
Vicksburg

TYLER NORMAN
Meridian

O.L. SIMS
Hattiesburg

MADISON H. SMITH
Tupelo



State Board of Contractors

Congratulations on receiving your Mississippi State Board of Contractors license. Licensing plays an essential part in the construction industry by building a foundation of trust between contractors and property owners.

MSBOC would like to take this opportunity to remind you that your certificate of licensure expires one year from the date of issuance. The expiration date is listed on the enclosed certificate of licensure. It is your responsibility to renew your license prior to the expiration date and to keep our office apprised of any changes in name, officers, qualifying parties and/or address. A license that has been expired for more than six (6) months cannot be renewed. If you do not renew the certificate of licensure within six (6) months from the date of expiration, you will be required to submit a new application and complete all the requirements of the application process again. It is your responsibility, and especially important, to remain apprised of the contractor licensing laws and rules which can be found on our website at www.msdoc.us.

Please note that contractors performing work as listed below are required to have a license issued by MSBOC:

- Residential Remodeling and Residential Roofing over \$10,000
- New Residential Construction over \$50,000
- Commercial Construction over \$50,000 (Applies to general contractors and subcontractors)
- Fire Sprinkler Construction on public projects over \$5,000 and over \$10,000 on private projects.

Contractors who are not properly licensed do not have lien rights and may not be able to enforce their contract pursuant to provisions of Mississippi law.

Individuals can access our website at www.msdoc.us and use the SEARCH CONTRACTOR feature for accurate information and an up-to-date listing of licensed contractors in Mississippi.

If you or your staff have any questions about licensing requirements please feel free to contact us at the telephone number and/or address listed below.



Arkansas State Bidder Laws

History. Acts 1979, No. 482, § 72; A.S.A. 1947, § 14-289.

19-11-256. Compliance by public procurement units.

(a) Procurement in Accordance with Requirements. When the public procurement unit or external procurement activity administering a cooperative purchase complies with the requirements of this subchapter, any public procurement unit participating in such a purchase shall be deemed to have complied with this subchapter.

(b) When a public procurement unit or external procurement activity not subject to this subchapter administers a cooperative purchase for a public procurement unit subject to this subchapter, then the State Procurement Director must determine in writing that the procurement system and remedies procedures of the public procurement unit or external procurement activity administering the procurement substantially meet the requirements of this subchapter.

History. Acts 1979, No. 482, § 73; A.S.A. 1947, § 14-290; Acts 2001, No. 1237, § 41.

19-11-257. Review of procurement requirements.

(a) (1) To the extent possible and consistent with efficiency, the State Procurement Director shall collect information concerning the type, cost, quality, and quantity of commonly used commodities or services being procured or used by state public procurement units.

(2) The director may also collect such information from local public procurement units.

(b) The director may make available all such information to any public procurement unit upon request.

History. Acts 1979, No. 482, § 74; A.S.A. 1947, § 14-291; Acts 2001, No. 1237, § 42.

19-11-258. Contract controversies.

Under a cooperative purchasing agreement, controversies arising between an administering public procurement unit and its bidders, offerors, or contractors shall be resolved in accordance with §§ 19-11-244 — 19-11-248, which refer to legal and contractual remedies, where the administering public procurement unit is a state public procurement unit or otherwise subject to §§ 19-11-244 — 19-11-248.

History. Acts 1979, No. 482, § 75; A.S.A. 1947, § 14-292.

19-11-259. Preferences among bidders.

(a) Definitions.

(1) The definitions in this subsection shall not be applicable to other sections of this subchapter.

(2) As used in this section:

(A) “Commodities” means materials and equipment used in the construction of public works projects;

(B) “Firm resident in Arkansas” means any individual, partnership, association, or corporation, whether domestic or foreign, who:

(i) Maintains at least one (1) staffed office in this state;

(ii) For not fewer than two (2) successive years immediately prior to submitting a bid, has paid taxes under the Arkansas Employment Security Law, § 11-10-101 et seq., unless exempt, and either the Arkansas Gross Receipts Act of 1941, § 26-52-101 et seq., or the Arkansas Compensating Tax Act of 1949, § 26-53-101 et seq., on any property used or intended to be used for or in connection with the firm's business; and

(iii) Within the two-year period, has paid any taxes to one (1) or more counties, school districts, or municipalities of the State of Arkansas on either real or personal property used or intended to be used or in connection with the firm's business.

(C) "Lowest qualified bid" means the lowest bid which conforms to the specifications and request for bids;

(D) "Nonresident firm" means a firm which is not included in the definition of a "firm resident in Arkansas"; and

(E) "Public agency" means all counties, municipalities, and political subdivisions of the state.

(b) (1) (A) In the purchase of commodities by competitive bidding, all public agencies shall accept the lowest qualified bid from a firm resident in Arkansas.

(B) This bid shall be accepted only if the bid does not exceed the lowest qualified bid from a nonresident firm by more than five percent (5%) and if one (1) or more firms resident in Arkansas made written claim for a preference at the time the bids were submitted.

(C) (i) In calculating the preference to be allowed, the appropriate procurement officials, pursuant to §§ 19-11-201 — 19-11-259, shall take the amount of each bid of the Arkansas dealers who claimed the preference and deduct five percent (5%) from its total.

(ii) If, after making such deduction, the bid of any Arkansas bidder claiming the preference is lower than the bid of the nonresident firm, then the award shall be made to the Arkansas firm which submitted the lowest bid, regardless of whether that particular Arkansas firm claimed the preference.

(2) (A) The preference provided for in this section shall be applicable only in comparing bids where one (1) or more bids are by a firm resident in Arkansas and the other bid or bids are by a nonresident firm.

(B) This preference shall have no application with respect to competing bids if both bidders are firms resident in Arkansas, as defined in this section.

(C) (i) All public agencies shall be responsible for carrying out the spirit and intent of this section in their procurement policies.

(ii) Any public agency which, through any employee or designated agent, is found guilty of violating the provisions of this section or committing an unlawful act under it, shall be guilty of a misdemeanor.

(D) Notwithstanding any other provisions of Arkansas law, upon conviction that person shall be subject to imprisonment for not more than six (6) months or a fine of not more than one thousand dollars (\$1,000), or both.

(E) (i) If any provision or condition of this subchapter conflicts with any provision of federal law or any rule or regulation made under federal law pertaining to federal grants-in-aid programs or other federal aid programs, such provision or condition shall not apply to such federal-supported contracts for the purchase of commodities to the extent that the conflict exists.

(ii) However, all provisions or conditions of this subchapter with which there is no conflict shall apply to contracts to purchase commodities to be paid, in whole or in part, from federal funds.

(c) (1) The provisions of this section shall only apply to projects designed to provide utility needs of a county or municipality.

(2) Those projects shall include, but shall not be limited to, pipeline installation, sanitary projects, and waterline, sewage, and water works.

History. Acts 1979, No. 482, § 76; 1981, No. 600, § 29; 1983, No. 760, § 2; A.S.A. 1947, § 14-293; Acts 1989, No. 477, § 2; 1989 (3rd Ex. Sess.), No. 45, § 1; 1991, No. 846, § 1; 1991, No. 855, § 1; 1993, No. 263, § 1; 1993, No. 678, §§ 1, 2; 2001, No. 1237, § 43; 2003, No. 487, § 11.

19-11-260. Recycled paper products — Preference.

(a) The State Procurement Director shall issue a recycled paper content specification for each type of paper product.

(b) (1) The goal of state agencies for the percentage of paper products to be purchased that utilize recycled paper shall be:

- (A) Ten percent (10%) in fiscal year 1991;
- (B) Twenty-five percent (25%) in fiscal year 1992;
- (C) Forty-five percent (45%) in fiscal year 1993; and
- (D) Sixty percent (60%) by calendar year 2000.

(2) (A) The Office of State Procurement shall prepare a semiannual report of the state's progress in meeting the goals for the purchase of paper products with recycled content.

(B) The report shall be made to the Governor.

(c) (1) Whenever a bid is required, a preference for recycled paper products shall be exercised if the use of the products is technically feasible and price is competitive.

(2) (A) For the purpose of procurement of recycled paper products, "competitive" means the bid price does not exceed the lowest qualified bid of a vendor offering paper products manufactured or produced from virgin material by ten percent (10%).

(B) An additional one percent (1%) preference shall be allowed for products containing the largest amount of postconsumer materials recovered within the State of Arkansas.

(3) A bidder receiving a preference under this section shall not be entitled to an additional preference under § 19-11-259.

History. Acts 1991, No. 749, § 4; 2001, No. 1237, §§ 44, 45.

19-11-261. Cooperative purchase of paper products for local governments.

(a) (1) All cities, counties, and school districts shall participate in a cooperative purchasing program for the purchase of paper products.

(2) The program shall be administered by the State Procurement Director.

(b) (1) The director shall promulgate regulations for administration of the program.

(2) The regulations shall be reviewed by the House Interim Committee on Public Health, Welfare, and Labor and the Senate Interim Committee on Public Health, Welfare, and Labor or appropriate subcommittees of the committees.

History. Acts 1991, No. 749, § 4; 1997, No. 179, § 18; 2001, No. 1237, § 46.

19-11-262. Multiple award contracts.



Statement of Qualifications



STATEMENT OF QUALIFICATIONS

Denali has been in the business of providing residuals management services for the last 25 years and employs a number of experts who have been in the residuals management industry since the 1980s. The Company prides itself in putting the customers' needs, the environment, and safety first. This philosophy has been a primary driver for Denali Water's success as an environmental service company, and it is the reason Denali Water will continue to be the premier choice for responsive and ethical residuals management services for public, private, and industrial customers across the US.

History

Denali was originally founded as Terra Renewal in 1995. The original focus of the company was the handling and disposal of wastewater residuals from industrial plants via land application for beneficial use as a fertilizer. The focus of the business quickly expanded to include municipal biosolids, spent fryer oil and grease, and handling of spent gas and oil exploration and production fluids. At its peak, it was one of the largest waste companies in the United States with operations in greater than 20 states and was land applying greater than one billion gallons of wastewater residuals on over 225,000 acres of farm fields. Ultimately, the company divested of its oil & gas business and its rendering business (i.e. spent fats and greases). As a result of these divestitures, the name of the company was changed to Denali Water Solutions.



In many states, Denali was an early pioneer in land application permitting process and has led the industry with safe, responsible management of organic residuals. The Company takes pride in its work and its relationships with customers and with officials in regulatory agencies across the US. The goal of Denali Water is to continue to grow and evolve with this ever-changing industry.

In 2016, Denali combined forces with WeCare Organics LLC and formed a subsidiary known as WeCare Denali LLC which services with mid-Atlantic region on the US, including New York, New Jersey, Maryland, Pennsylvania, and more. The company is now second largest handler of municipal biosolids in the United States, the largest provider of industrial food processing residuals management and operates from coast to coast. Denali offers an array of services including land application, Class A processing, dredging, composting, permitting, mobile dewatering, outsourced dewatering, geo-textile tube dewatering, lagoon and digester cleanout, and transportation services. Recent acquisitions have expanded Denali Water's service offerings in biosolids, green waste, and food waste composting.

The Denali Team



We believe that we are only as good as our team. Denali has had the same leadership in place since 2002 and has a seasoned team of industry veterans and has had limited turnover in its management team for many years. This is because we foster a culture that makes people proud to say they work at Denali because of how it treats its employees, customers, and the community.

The key personnel working for Denali have a combined 100+ years of experience in the biosolids and residuals transportation and management industry. Whether it's a treatment facility producing as little as 300 tons per year or 150,000 tons per year, our experienced, friendly, and knowledgeable staff has provided years of success and satisfaction for our clients.

ANDY MCNEILL – CHAIRMAN OF THE BOARD



With over 15 years of industry experience Andy has led as CEO since 2002 and now serves as Chairman of the Board. Andy graduated from Auburn University with a BS in accounting and holds an MBA from the University of Notre Dame. Andy frequently speaks on topics associated with the company, including land application and beneficial reuse, and serves on various boards.

TODD MATHES - CHIEF EXECUTIVE OFFICER



Todd Mathes is Chief Executive Officer of Denali. Mathes has worked in the organic waste recycling industry for more than two decades, and he has been CEO of Denali since early 2023. As CEO, Mathes succeeded Andy McNeill, who now serves as Denali's Founder and Chairman. Mathes was previously Chief Operations Officer of Denali, overseeing Denali's organic waste recycling work across 48 states and Puerto Rico. Prior to joining Denali, Mathes was a senior executive at Darling Ingredients, a multi-billion-dollar rendering firm. His history with Denali dates back the early 2000's, when Mathes served as an executive at Terra Renewal Services, an organics recycling company that eventually became part of

Denali. Mathes lives with his family in Dallas, Texas, where Denali has two offices.

JEFFREY J. LEBLANC – CHIEF GROWTH OFFICER



Jeff joined Denali Water Solutions LLC, as its President, when it acquired the key assets of WeCare Organics, LLC in 2016. Jeff is now the Chief Growth Officer, responsible for overseeing all aspects of sales, marketing and business development, as well as environmental and regulatory compliance. Jeff has played a key role in Denali's growth, as the industry leader in recycling of waste and residuals, and as a frequent guest speaker at industry conferences and seminars.

Jeff is focused on Denali's strategy as a full-service residual management company commissioned to bridge the gap between the farmer and the environmental community via the operations, management, and distribution of residual based products, such as WeCare Compost®. In addition, Jeff has led the Company's vision to be the "landfill-alternative" and has steered the Company's advancement in managing source separated organics, such as green waste, food waste, food processing waste and biosolids.

DON BUDHU- CHIEF FINANCIAL OFFICER



Don Budhu serves as our Chief Financial Officer (CFO). Don leads the finance & accounting teams and IT strategy. Don Comes from Velocity Aerospace Group, where he held the role of Chief Executive Officer (CEO). He previously held leadership positions at Darling Ingredients, Terra Renewal Services, and Safety-Kleen Systems. Don is originally from Guyana, South America, and currently resides in Frisco, Texas. He and his wife Mona have a daughter, Emily, 14. When Don is not working or spending time with his family, he enjoys playing cricket, golf, and being active in his church.

STEVE HALL - VICE PRESIDENT OF SALES



Steve Hall's experience in biosolids dates to 1995 when he began with Synagro South in Houston, Texas. Over the next 19 years, he served as Operations Project Manager and Area Sales & Business Development Manager. Since 2006, his performance in sales growth at Synagro South was outstanding, earning him top salesman of the year awards for five straight years. Steve joined Denali Water in 2010. He is currently a member of many state associations, including the Mississippi Water Environment Association, Georgia Association of Water Professionals, Alabama WEA, and Louisiana WEA. Steve also serves on numerous committees and boards in the industry, including GAWP Biosolids and Residuals Committee, Mississippi WEA Board of Directors and Mississippi WEA Chair of the Biosolids Committee. He

is also a 13-year veteran of the U.S. Navy.

LINDSEY HILL - VICE PRESIDENT, HUMAN RESOURCES



Lindsey joined Terra Renewal Services in August 2009. She has held several positions with TRS and Denali Water Solutions, including the most recent position of Vice President, Human Resources. Lindsey attended the University of Central Arkansas and is a graduate of the Institute for Organization Management. Prior to joining Terra, Lindsey served as Vice President of the Russellville and Morrilton, AR Chambers of Commerce and held the certification of Professional Community and Economic Developer.

JASON R. RAMSEY - DIRECTOR OF SAFETY



Jason is the Director of Safety for Denali. He is responsible for safety programs and procedures, risk assessment, and compliance with USDOT, FMCSA, and OSHA regulations. Jason has 8 years of experience with Terra and Denali and has several years of experience in business development, safety, executive management, compliance, and was previously a State Trooper. He holds a bachelor's from the University of Arkansas. Jason also serves as a Board Member for the Arkansas State Police Foundation.

RANDY SOLLIE – GENERAL MANAGER, SOUTHEAST REGION



Randy joined the company in 2014 as Director of Operations for the East Region. In 2019 he was promoted to General Manager of the Southeast Region. He spent 22 years in the agricultural and trucking industry as owner and operator. He comes to Denali with 13 years of industry experience. Randy began his career with Synagro Technologies as Project Manager in Mobile, Alabama, which consisted of dewatering and land application. His responsibilities later expanded to Senior Operations Manager over Mississippi, Alabama, Georgia, and Florida. In 2011, he was promoted to Senior Operations Director supervising all Area Managers as well as local Managers for the South where he played a crucial role in all dewatering, transportation, and land application projects

JEFF RETZKE – SENIOR ENVIRONMENTAL MANAGER



Jeff Retzke is a results-driven professional with both sales and technical experience. He communicates ideas clearly and effectively. Jeff is skilled at driving sales, building relationships, meeting critical deadlines, controlling costs, and consistently exceeding goals. He brings over 22 years of experience in environmental services and holds a Master of Science in Environmental Studies. Jeff has also written publications for presentations made at the American Society for Microbiology meetings, and was awarded a research grant from the U.S. Department of Energy.

Operations

Denali provides a specialized service, and it is customary to clarify the language in certain provisions such as indemnities, damages limitations, force majeure, notices and cure provisions to make certain they are consistent with industry standards for the services provided. If we are the successful respondent, we will submit any requested changes for your review.

Should you have any questions or require further information regarding our submittal, please feel free to contact Denali at the number provided in our submittal.

RESIDUALS MANAGEMENT SOLUTIONS

Water &
Wastewater
Residuals



Food
Processing
Residuals



Food
Waste



Green
Waste



WeCare
Organic
Products™



Denali
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