



DENALI

Request for Proposal:

50-00145129

Labor, Materials and Equipment Necessary
to Provide Tank Cleaning, Sludge Removal, Dewatering
and Hauling for the Department of Sewerage

Submitted to:

Jefferson Parish

Purchasing Department

200 Derbigny Street

General Government Building, Suite 4400

Gretna, LA 70053

www.jeffparishbids.net

Submitted via online

Due Date:

May 23, 2024 at 2:00 PM

220 S. Commerce Ave

Russellville, AR 72801

(479) 498-0500

DenaliCorp.com



May 23, 2024

Submitted via Online

Jefferson Parish
200 Derbigny Street
General Government Building, Suite 4400
Gretna, LA 70053

RE: *Jefferson Parish – 50-00145129 Labor, Materials and Equipment Necessary to Provide Tank Cleaning, Sludge Removal, Dewatering and Hauling for the Department of Sewerage*

To Whom It May Concern,

Denali Water Solutions LLC ("Denali") is the respondent to the Jefferson Parish for the Labor, Materials and Equipment Necessary to Provide Tank Cleaning, Sludge Removal, Dewatering and Hauling for the Department of Sewerage 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 Jefferson Parish'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 Jefferson Parish 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 Jefferson Parish for the Labor, Materials and Equipment Necessary to Provide Tank Cleaning, Sludge Removal, Dewatering and Hauling for the Department of Sewerage 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 Jefferson Parish 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

220 S Commerce Ave, 1st Floor, Russellville, AR 72801
479-498-0500 | www.DenaliCorp.com

All Public Work Projects are required to use the Louisiana Uniform Public Work Bid Form

All prices must be held firm unless an escalation provision is requested in this bid. Jefferson Parish will allow one escalation during the term of the contract, which may not exceed the U.S. Bureau of Labor Statistics National Index for all Urban Consumers, unadjusted 12 month figure. The most recently published figure issued at the time an adjustment is requested will be used. A request must be made in writing by the vendor, and the escalation will only be applied to purchases made after the request is made.

Are you requesting an escalation provision?

YES _____ NO XMAXIMUM ESCALATION PERCENTAGE REQUESTED N/A %INITIAL BID PRICES WILL REMAIN FIRM THROUGH THE DATE OF October 1, 2024.

For the purposes of comparison of bids when an escalation provision is requested, Jefferson Parish will apply the maximum escalation percentage quoted by the bidder to the period to which it is applied in the bid. The initial price and the escalation will be used to calculate the total bid price. It will be assumed, for comparison of prices only, that an equal amount of material or labor is purchased each month throughout the entire contract.

DELIVERY: FOB JEFFERSON PARISH

INDICATE DELIVERY DATE ON EQUIPMENT AND SUPPLIES

July 1, 2024

LOUISIANA CONTRACTOR'S LICENSE NO.: (if applicable)

59002**THIS SECTION MUST BE COMPLETED BY BIDDER:**FIRM NAME: Denali Water Solutions LLCADDRESS: 220 S. Commerce Ave., 1st FloorCITY, STATE: Russellville, ARZIP: 72801TELEPHONE: (315) 374-8645FAX: (585) 358-4525EMAIL ADDRESS: jeffrey.leblanc@denaliwater.com

In the event that addenda are issued with this bid, bidders MUST acknowledge all addenda on the bid form. Bidder must acknowledge receipt of an addendum on the bid form by placing the addendum number as indicated. Failure to acknowledge any addendum on the bid form will result in bid rejection.

Acknowledge Receipt of Addenda: NUMBER: 1NUMBER: 2

NUMBER: _____

NUMBER: _____

TOTAL PRICE OF ALL BID ITEMS: \$ 1,825,000.00

AUTHORIZED

SIGNATURE: Jeffrey J. LeBlanc

Printed Name

TITLE: Chief Growth Officer

SIGNING INDICATES YOU HAVE READ AND COMPLY WITH THE INSTRUCTIONS AND CONDITIONS.

NOTE: All bids should be returned with the BID NUMBER and BID OPENING DATE indicated on the outside of the envelope submitted to the Purchasing Department.

INVITATION TO BID FROM JEFFERSON PARISH - continued

BID NO.: 50-00145129

SEALED BID

ITEM NUMBER	QUANTITY	U/M	DESCRIPTION OF ARTICLES	UNIT PRICE QUOTED	TOTALS
			Labor, Materials and Equipment Necessary to Provide Tank Cleaning, Sludge Removal Dewatering and Hauling for the Department of Sewerage		
1	2,700.00	TN	0001 - Remove, process, dewater, handle disposal of existing sludge at Marrero WWTP	\$ 365.00	\$ 985,500.00*
2	750.00	TN	0002 - Remove, process, dewater, handle, disposal of existing sludge at Harvey WWTP	\$ 365.00	\$ 273,750.00*
3	550.00	TN	0003 - Remove, process, dewater, handle, disposal of existing sludge at Bridge City WWTP	\$ 365.00	\$ 200,750.00*
4	1,000.00	TN	0004 - Remove, process, dewater, handle, disposal of existing sludge at East Bank WWTP	\$ 365.00	\$ 365,000.00*
*Parish pays all disposal fees for the sludge					

CORPORATE RESOLUTION

EXCERPT FROM MINUTES OF MEETING OF THE BOARD OF DIRECTORS OF
Denali Water Solutions LLC
INCORPORATED.

AT THE MEETING OF DIRECTORS OF Denali Water Solutions LLC
INCORPORATED, DULY NOTICED AND HELD ON August 1, 2023,
A QUORUM BEING THERE PRESENT, ON MOTION DULY MADE AND SECONDED. IT
WAS:

RESOLVED THAT Jeffrey J. LeBlanc, BE AND IS HEREBY
APPOINTED, CONSTITUTED AND DESIGNATED AS AGENT AND ATTORNEY-IN-
FACT OF THE CORPORATION WITH FULL POWER AND AUTHORITY TO ACT ON
BEHALF OF THIS CORPORATION IN ALL NEGOTIATIONS, BIDDING, CONCERNS
AND TRANSACTIONS WITH THE PARISH OF JEFFERSON OR ANY OF ITS AGENCIES,
DEPARTMENTS, EMPLOYEES OR AGENTS, INCLUDING BUT NOT LIMITED TO, THE
EXECUTION OF ALL BIDS, PAPERS, DOCUMENTS, AFFIDAVITS, BONDS, SURETIES,
CONTRACTS AND ACTS AND TO RECEIVE ALL PURCHASE ORDERS AND NOTICES
ISSUED PURSUANT TO THE PROVISIONS OF ANY SUCH BID OR CONTRACT, THIS
CORPORATION HEREBY RATIFYING, APPROVING, CONFIRMING, AND ACCEPTING
EACH AND EVERY SUCH ACT PERFORMED BY SAID AGENT AND ATTORNEY-IN-
FACT.

I HEREBY CERTIFY THE FOREGOING TO BE
A TRUE AND CORRECT COPY OF AN
EXCERPT OF THE MINUTES OF THE ABOVE
DATED MEETING OF THE BOARD OF
DIRECTORS OF SAID CORPORATION, AND
THE SAME HAS NOT BEEN REVOKED OR
RESCINDED.



~~SECRETARY-TREASURER~~ *K. Mess*

5-22-2024

DATE



DELEGATION OF AUTHORITY LETTER

By means of this letter, I, Todd Mathes, delegate the authority herein described to the Chief Growth Officer, on the following terms and conditions:

1. The Chief Growth Officer may review and execute, on behalf of Denali Water Solutions LLC ("Denali"), proposals and bids in an amount not to exceed \$1,000,000 in anticipated annual revenue.
2. The documents subject to this delegation are those between Denali and its customers, relating to the handling of biosolids or other similar organic materials.
3. The effective date of this delegation is August 1, 2023, and such authority shall run through December 31, 2023.
4. The authority delegated is not subject to sub-delegation without my prior and express written consent.
5. This delegation is made pursuant to Denali's Delegation of Authority policy and is subject thereto.

DocuSigned by:

Todd Mathes

82D318125DB04CE...

Todd Mathes, CEO

Date: 8/8/2023

Acknowledged and agreed:

DocuSigned by:

Jeffrey LeBlanc

378C22580A5E40F...

Jeffrey LeBlanc, Chief Growth Officer

Date: 8/9/2023

Non-Public Works Bid Affidavit Instructions

- **Affidavit is supplied as a courtesy to Affiants, but it is the responsibility of the affiant to insure the affidavit they submit to Jefferson Parish complies, in both form and content, with federal, state and parish laws.**
- **Affidavit must be signed by an authorized representative of the entity or the affidavit will not be accepted.**
- **Affidavit must be notarized or the affidavit will not be accepted.**
- **Notary must sign name, print name, and include bar/notary number, or the affidavit will not be accepted.**
- **Affiant MUST select either A or B when required or the affidavit will not be accepted.**
- **Affiants who select choice A must include an attachment or the affidavit will not be accepted.**
- **If both choice A and B are selected, the affidavit will not be accepted.**
- **Affidavit marked N/A will not be accepted.**
- **It is the responsibility of the Affiant to submit a new affidavit if any additional campaign contributions are made after the affidavit is executed but prior to the time the council acts on the matter.**

Instruction sheet may be omitted when submitting the affidavit

Non-Public Works Bid

AFFIDAVIT

STATE OF New York

PARISH/COUNTY OF Monroe

BEFORE ME, the undersigned authority, personally came and appeared: _____
____Jeffrey J. LeBlanc____, (Affiant) who after being by me duly sworn, deposed and said that
he/she is the fully authorized Chief Growth Officer of Denali Water Solutions LLC (Entity),
the party who submitted a bid in response to Bid Number 50-00145129, to the Parish of
Jefferson.

Affiant further said:

Campaign Contribution Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all campaign contributions, including the date and amount of each contribution, made to current or former elected officials of the Parish of Jefferson by Entity, Affiant, and/or officers, directors and owners, including employees, owning 25% or more of the Entity during the two-year period immediately preceding the date of this affidavit or the current term of the elected official, whichever is greater. Further, Entity, Affiant, and/or Entity Owners have not made any contributions to or in support of current or former members of the Jefferson Parish Council or the Jefferson Parish President through or in the name of another person or legal entity, either directly or indirectly.

Choice B X there are **NO** campaign contributions made which would require disclosure under Choice A of this section.

Debt Disclosures

(Choose A or B, if option A is indicated please include the required attachment):

Choice A _____ Attached hereto is a list of all debts owed by the affiant to any elected or appointed official of the Parish of Jefferson, and any and all debts owed by any elected or appointed official of the Parish to the Affiant.

Choice B **X** There are **NO** debts which would require disclosure under Choice A of this section.

Affiant further said:

That Affiant has employed no person, corporation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project or in securing the public contract were in the regular course of their duties for Affiant; and

[The remainder of this page is intentionally left blank.]

That no part of the contract price received by Affiant was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction, alteration or demolition of the public building or project were in the regular course of their duties for Affiant.

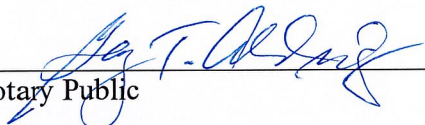


Signature of Affiant

Jeffrey J. LeBlanc, Chief Growth Officer
Printed Name of Affiant

SWORN AND SUBSCRIBED TO BEFORE ME

ON THE 21st DAY OF May, 2024.



Notary Public

Gary Aldridge
Printed Name of Notary

01AL6194373
Notary/Bar Roll Number

GARY T. ALDRIDGE
Notary Public - State of New York
No. 01AL6194373
Qualified in Monroe County
My Commission Expires Sept. 29, 2024

My commission expires Sept. 29, 2024

STANDARD INSURANCE REQUIREMENTS FOR BIDDING PURPOSES

All required insurance under this bid shall conform to Jefferson Parish Resolution No. 113646 or No. 113647, as applicable. Contractors may not commence any work under any ensuing contract unless and until all required insurance and associated evidentiary requirements thereto have been met, along with any additional specifications contained in the **Invitation to Bid**. Except as where otherwise precluded by law, the Parish Attorney or his designee, with the concurrence of the Director of Risk Management or his designee, may agree on a case-by-case basis, to deviate from Jefferson Parish's standard insurance requirements, as provided in this Section. Vendors requesting deviation therefrom shall submit such requests in writing, along with compelling substantiation, to the Purchasing Department prior to the bid's due date. Any changes to the insurance requirements will be reflected in the bid specifications and addenda. Prior to contract execution and at all times thereafter during the term of such contract, contractors must provide and continuously maintain all coverages as required by the foregoing Resolutions, and the contract documents. Failure to do so shall be grounds for suspension, discontinuation or termination of the contract.

For bidding purposes, bidders must submit with bid submission a current (valid) insurance certificate evidencing the required coverages. Failure to comply will cause bid to be rejected. The current insurance certificate will be used for proof of insurance at time of evaluation. Thereafter, and prior to contract execution, the low bidder will be required to provide final insurance certificates to the Parish which shall name **the Jefferson Parish, its Districts Departments and Agencies under the direction of the Parish President and the Parish Council** as additional insureds regarding negligence by the contractor for the Commercial General Liability and the Comprehensive Automobile Liability policies. Additionally, said certificates should reflect the name of the Parish Department receiving goods and services and reference the respective Jefferson Parish bid number.

JEFFERSON PARISH REQUIRED STANDARD INSURANCE

☒ **WORKER'S COMPENSATION INSURANCE**

As required by Louisiana State Statute, exception; Employer's Liability, Section B shall be \$1,000,000 per occurrence when Work is to be over water and involves maritime exposures to cover all employees not covered under the State Worker's Compensation Act, otherwise this limit shall be no less than \$500,000 per occurrence.

Note: If your company is not required by law to carry workmen's compensation insurance, i.e. not a Louisiana company, sole employee of the company, then bidders must request a workmen's compensation insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being

rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

☒ **COMMERCIAL GENERAL LIABILITY**

Shall provide limits not less than the following: \$1,000,000.00 Combined Single Limit per Occurrence for bodily injury and property damage.

☒ **COMPREHENSIVE AUTOMOBILE LIABILITY**

Bodily injury liability \$1,000,000.00 each person; \$1,000,000.00 each occurrence.
Property Damage Liability \$1,000,000.00 each occurrence.

Note: This category may be omitted if bidders do not/will not utilize company vehicles for the project or do not possess company vehicles. Bidder must request an automobile insurance declaration affidavit prior to the bid opening date. This insurance declaration affidavit must be fully completed, signed, properly notarized and submitted with the bid. A scanned copy of the completed, signed and properly notarized affidavit may be submitted with the bid; however, the successful bidder must submit the original affidavit in its original format and without material alteration upon contract execution. Failure to comply will result in the bid submission being rejected as non-responsive. The Parish reserves the right to award bid to the next lowest responsive and responsible bidder in this event.

DEDUCTIBLES - The Parish Attorney with concurrence of the Director of Risk Management have waived the deductible section of the Terms and Conditions for all Invitations to Bid, until further notice.

UMBRELLA LIABILITY COVERAGE

An umbrella policy or excess may be used to meet minimum requirements.

FOR CONSTRUCTION AND RENOVATION PROJECTS:

The following are required if selected below. Such insurance is due upon contract execution.

☐ **OWNER'S PROTECTIVE LIABILITY**

To be for the same limits of liability for bodily injury and property damage liability established for commercial general liability.

☐ **BUILDER'S RISK INSURANCE**

The contractor shall maintain Builder's Risk Insurance at his own expense to insure both the owner (Parish of Jefferson) and contractor as their interest may appear.



Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 1490 Market Street Suite 3 Lake Charles LA 70601	CONTACT NAME: Lynn Erpelding, CIC, CISR PHONE (A/C, No, Ext): 337-475-7442 FAX (A/C, No): E-MAIL ADDRESS: lynn_erpelding@ajg.com
INSURED Dispatch Parent, LLC; Denali Water Solutions, LLC 220 South Commerce Avenue 1st Floor Russellville AR 72801	INSURER(S) AFFORDING COVERAGE INSURER A: Colony Insurance Company INSURER B: National Union Fire Insurance Company of Pittsburg INSURER C: Granite State Insurance Company INSURER D: Gemini Insurance Company INSURER E: AXIS Surplus Insurance Company INSURER F: National Fire & Marine Insurance Co
License#: BR-724491 DENAWAT-03	NAIC # 39993 19445 23809 10833 26620 20079

COVERAGES**CERTIFICATE NUMBER:** 1403415361**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	PACE4279461	6/30/2023	6/30/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y	Y	5717880	6/30/2023	6/30/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A D U M	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	EXC4279462 GVE100272503 P-001-001126335-01 42-XSF-316137-03	6/30/2023 6/30/2023 6/30/2023 6/30/2023	6/30/2024 6/30/2024 6/30/2024 6/30/2024	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
C B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	Y	014195820 014195821	6/30/2023 6/30/2023	6/30/2024 6/30/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Pollution Liability and Professional Liability	Y	Y	PACE4279461	6/30/2023	6/30/2024	Pollution - Per Occur \$1,000,000 Professional - Claim \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured on the General Liability policy pursuant to and subject to the policy's terms, definitions, conditions and exclusions as per endorsement #EPACE101-0721. Certificate Holder is included as Additional Insured on the Automobile policy as per endorsement #87950, edition date 09/14. Waiver of Subrogation applies to Certificate Holder as respects the General Liability, Automobile, Workers Compensation and Excess Liability policies pursuant to and subject to the policy's terms, definitions, conditions and exclusions. General Liability and Automobile policies are primary and noncontributory pursuant to the policy's term, definitions, conditions and exclusions. Pollution Liability is on Occurrence Basis while Professional Liability is on Claims Made Basis. Policies listed above contain a 30 day Notice of Cancellation, except 10 days in the event of nonpayment.

Workers Compensation Policy #: 014195820 covers State of California only.
See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Jefferson Parish Purchasing Department
200 Derbigny Street
General Government Building, Ste 4400
Gretna LA 70053

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Arthur J. Gallagher Risk Management Services, LLC		NAMED INSURED Dispatch Parent, LLC; Denali Water Solutions, LLC 220 South Commerce Avenue 1st Floor Russellville AR 72801	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Workers Compensation Policy #: 014195821 covers all other States.

Excess Liability policies follow form of underlying policies as listed below:

Policy #: EXC4279462 - Colony Insurance Company - \$5,000,000 limit and is excess over General Liability, Pollution Liability and Professional Liability only.

Policy #: GVE100272503 - Gemini Insurance Company - \$3,000,000 limit and is excess over Automobile and Employer's Liability only.

Policy #: P-001-001126335-01 - AXIS Surplus Insurance Company - \$2,000,000 xs \$3,000,000 limit and is excess over Automobile and Employer's Liability only.

Policy #: 42-XSF-316137-03 - National Fire & Marine Insurance Company - \$5,000,000 xs \$2,000,000 xs \$3,000,000 limit and is excess over Automobile and Employer's Liability only.

Policy #ENVX000044823 - Certain Underwriters at Lloyds, London - \$15,000,000 xs \$5,000,000 over General Liability, Pollution Liability and Professional Liability only. NAIC # 15792, Policy term 11/01/2023-11/01/2024

Equipment Coverage:

Policy No: IMP 4001324-00

Carrier: Transguard Insurance Company

Policy Dates: 06/30/23 - 06/30/24

Cargo Limit: \$100,000

Trailer Interchange Limit: \$85,000

Rented/Leased Equipment Limit: \$1,000,000 Scheduled Equipment: \$68,662,540

Deductible: \$50,000 each occurrence

Complete list of Named Insureds: Dispatch Parent, LLC; Terra Renewal Services, Inc.; Denali Water Solutions, LLC; Organix Recycling, LLC; NuTerra SE FL Organics, LLC; WeCare Denali, LLC; New Earth, LLC; Denali ROI, LLC; OR Processing, LLC; OR Composting, LLC; Ramco, Environmental, LLC; Solid Solutions, LLC; Nebo Services, LLC; Veris Environmental, LLC; AWS Dredge, LLC; Intermountain Dredge Equipment and Supply, L.C.; TerraGro Farms, LLC; Viridiun Equipment, Inc.; Organix Composting of Texas, LLC; Viridiun, LLC; Viridiun Products, LLC, Swanson Bark & Wood Products, Inc., Imperial Western Products, Inc.

Bid Number: 50-00145129

Project: Provide tank cleaning, sludge removal, dewatering and hauling for the Department of Sewerage



License



State Licensing Board for Contractors

This is to Certify that:

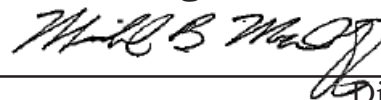
DENALI WATER SOLUTIONS LLC
P. O. Box 3036
Russellville, AR 72811


is duly licensed and entitled to practice the following classifications

SPECIALTY: DREDGING; SPECIALTY: INDUSTRIAL CLEANING AND MATERIAL/WASTE HANDLING;
SPECIALTY: SEWER PLANTS OR SEWER DISPOSAL



Witness our hand and seal of the Board dated,
Baton Rouge, LA 21st day of July 2023



Director


Chairman

Expiration Date: November 14, 2025

License No: 59002

This License Is Not Transferrable


Treasurer



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

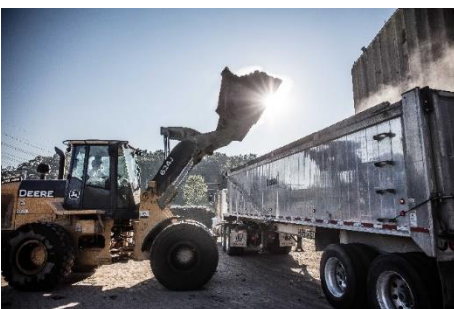
Denali was originally founded as Terra Renewal in 1995. The original focus of the company was the handling and disposal of wastewater residuals from industrial plants via land application for beneficial use as a fertilizer. The focus of the business quickly expanded to include municipal biosolids, spent 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.

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
Technologies

DENALI

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