

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PURCHASE OF SHOOTING RANGE MAINTENANCE,
CLEANING AND DISPOSAL SERVICES WITH
METALS TREATMENT TECHNOLOGIES, LLC**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

THAT THIS AGREEMENT for purchase of shooting range maintenance, cleaning and disposal services, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the ____ day of the month of _____, 2019 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and METALS TREATMENT TECHNOLOGIES, LLC, whose offices are located at 14045 West 66th Avenue, Arvada, CO 80004 (referred to herein as the "Services Provider").

RECITALS:

WHEREAS, City desires to purchase shooting range maintenance, cleaning and disposal services, and City desires to procure same from Services Provider; and

WHEREAS, City has issued its "Invitation for Bid" for the provision of said services; and

WHEREAS, Section 252.043 of the Texas Local Government Code provides that a contract must be awarded to the lowest responsible bidder or to the bidder who provide goods or services at the best value for the city; and

WHEREAS, City has determined that the bid submitted by Services Provider provides the best value for the City of Round Rock, Texas; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Services Provider whereby City is obligated to buy specified services and Services Provider is obligated to provide same. The Agreement includes the following: (a) City's Invitation for Bid, designated Solicitation Number 19-011REBID dated June 2019 ("IFB"); (b) Services Provider's Response to IFB; (c) contract award; and (d) any exhibits, addenda, and/or amendments thereto. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference in the following order:

- (1) This Agreement;
- (2) Services Provider's Response to IFB;
- (3) City's Invitation for Bids, exhibits, and attachments.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods and services** mean the specified services, supplies, materials, commodities, or equipment.

F. **Services Provider** means Metals Treatment Technologies, LLC, its successor or assigns.

2.01 EFFECTIVE DATE, TERM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

B. The term of this Agreement shall be for sixty (60) months from the effective date hereof.

C. City reserves the right to review the relationship at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

City selected Services Provider to supply the services as outlined in the Part IV, Scope of Work, of the IFB, and the Response to IFB submitted by Services Provider as described in Attachment A: Bid Sheet in Exhibit "A." The intent of these documents is to formulate an Agreement listing the responsibilities of both parties as outlined in the IFB and as offered by Services Provider in its Response to the IFB.

The services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the total Agreement and they are fully a part of this Agreement as if repeated herein in full.

4.01 ITEMS AWARDED; AND SCOPE OF WORK

Items Awarded. All bid items in Attachment A: Bid Sheet of Exhibit "A" are awarded to Services Provider.

Scope of Work: For purposes of this Agreement, City has issued documents delineating the required services (specifically IFB 19-011REBID dated June 2019). Services Provider has issued its response agreeing to provide all such required services in all specified particulars. All such referenced documents are included in Exhibit "A" attached hereto and made a part hereof for all purposes. When taken together with the appended exhibits, this Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

Services Provider shall satisfactorily provide all services described under the attached exhibits within the contract term specified in Section 2.01. Services Provider's undertakings shall be limited to performing services for City and/or advising City concerning those matters on which Services Provider has been specifically engaged. Services Provider shall perform its services in accordance with this Agreement, in accordance with the appended exhibits, in accordance with due care, and in accordance with prevailing industry standards for comparable services.

5.01 COSTS

A. In consideration for the services to be performed by Services Provider, City agrees to pay Services Provider the amounts set forth in "Attachment A: Bid Sheet" of the attached Exhibit "A."

B. The City shall be authorized to pay the Services Provider an amount not-to-exceed **Seventy Thousand and No/100 Dollars (\$70,000.00) per year** for a total not-to-exceed amount of **Three Hundred Fifty Thousand and No/100 Dollars (\$350,000.00)** for the term of this Agreement.

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Services Provider;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

7.01 INTERLOCAL COOPERATIVE CONTRACTING / PURCHASING

Authority for local governments to contract with one another to perform certain governmental functions and services, including but not limited to purchasing functions, is granted under Government Code, Title 7, Chapter 791, Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102.

Other governmental entities within the State of Texas may be extended the opportunity to purchase off of the City's bid, with the consent and agreement of the successful service provider(s) and the City. Such agreement shall be conclusively inferred for the services provider from lack of exception to this clause in the service provider's response. However, all parties hereby expressly agree that the City is not an agent of, partner to, or representative of those outside agencies or entities and that the City is not obligated or liable for any action or debts that may arise out of such independently-negotiated "piggyback" procurements.

8.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may affect such termination by giving Services Provider a written notice of termination at the end of its then current fiscal year.

9.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Services Provider will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Services Provider may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not

apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Services Provider, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Services Provider and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

10.01 GRATUITIES AND BRIBES

City may, by written notice to Services Provider, cancel this Agreement without liability to Services Provider if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Services Provider or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Services Provider may be subject to penalties stated in Title 8 of the Texas Penal Code.

11.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Services Provider's charges.

12.01 ORDERS PLACED WITH ALTERNATE SERVICES PROVIDERS

If Services Provider cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

13.01 INSURANCE

Services Provider shall meet all insurance requirements set forth Part II of No. 19-011REBID and on the City's website at:

https://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf

14.01 CITY'S REPRESENTATIVES

City hereby designates the following representatives authorized to act in its behalf with regard to this Agreement:

Chief Allen J. Banks
Round Rock Police Department
2701 North Mays Street
Round Rock, Texas 78665
512-218-5521
abanks@roundrocktexas.gov

15.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

16.01 DEFAULT

If Services Provider abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Services Provider agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Services Provider shall be declared in default of this Agreement if it does any of the following:

- A. Fails to make any payment in full when due;
- B. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- C. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- D. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

17.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Services Provider.

B. In the event of any default by Services Provider, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Services Provider.

C. Services Provider has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Services Provider, Services Provider shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Services Provider shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Services Provider that portion of the charges, if undisputed. The parties agree that Services Provider is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

18.01 INDEMNIFICATION

Services Provider shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Services Provider, or Services Provider's agents, employees or subcontractors, in the performance of Services Provider's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Services Provider (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

19.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Services Provider, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the terms of this contract. The signatory executing this Agreement on behalf of Services Provider verifies Services Provider does not boycott Israel and will not boycott Israel during the term of this Agreement.

20.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the

other party.

21.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement; or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Services Provider:

Metals Treatment Technologies, LLC
14045 West 66th Avenue
Arvada, CO 80004

Notice to City:

Laurie Hadley, City Manager		Stephan L. Sheets, City Attorney
221 East Main Street	AND TO:	309 East Main Street
Round Rock, TX 78664		Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Services Provider.

22.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

23.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Services Provider and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

24.01 DISPUTE RESOLUTION

City and Services Provider hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any

arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

25.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

26.01 MISCELLANEOUS PROVISIONS

Standard of Care. Services Provider represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Services Provider understands and agrees that time is of the essence and that any failure of Services Provider to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Services Provider shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Services Provider's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Services Provider shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given, and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Services Provider have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Metals Treatment Technologies, LLC


By: 
Printed Name: James M Barthel
Title: CEO
Date Signed: 11/4/19

Exhibit "A"



City of Round Rock, Texas
Purchasing Division
221 East Main Street
Round Rock, Texas 78664-5299
www.roundrocktexas.gov

INVITATION FOR BID (IFB)

**SHOOTING RANGE MAINTENANCE, CLEANING,
AND DISPOSAL**

SOLICITATION NUMBER 19-011REBID

June 2019

Exhibit "A"

Shooting Range Maintenance, Cleaning, and Disposal PART I GENERAL REQUIREMENTS

1. **PURPOSE:** The City of Round Rock, located in Williamson County, herein after "the City" seeks a bid from firms experienced in providing indoor gun range cleaning and disposal services. The City intends to purchase from this contract products and services needed for indoor gun range cleaning, including disposal of casings, replacement of filters, and disposal of other contaminated materials. This contract will be awarded for an estimated total not-to-exceed amount of \$70,000.00 per year.
2. **SOLICITATION PACKET:** This solicitation packet is comprised of the following:

Description	Index
Part I – General Requirements	Page(s) 2-5
Part II – Definitions, Standard Terms and Conditions and Insurance Requirements	Page 6
Part III – Supplemental Terms and Conditions	Page(s) 7-9
Part IV – Specifications and Scope of Work	Page(s) 10-11
Attachment A – Bid Sheet	Page 12 and separate attachment
Attachment B – Reference Sheet	Page 13
Attachment C – Subcontractor Information Form	Page 14
Attachment D – Estimated Schedule of Services	Page 15
Attachment E – Respondent Questionnaire	Page 16

3. **AUTHORIZED PURCHASING CONTACT:** For questions or clarification of specifications, you may contact:

Oscar Wise, CTCM
Purchaser
Purchasing Division
City of Round Rock
Phone: 512-218-5456
E-mail: owise@roundrocktexas.gov

Exhibit "A"

The individual listed above may be contacted by e-mail for clarification of the specifications only. No authority is intended or implied that specifications may be amended or alterations accepted prior to solicitation opening without written approval of the City of Round Rock through the Purchasing Department.

4. SCHEDULE OF EVENTS: It is the City's intention to follow the solicitation timeline below.

EVENT	DATE
Solicitation released	Monday, June 3, 2019
Deadline for submission of questions	Thursday, June 13, 2019 @5:00 PM, CST
City responses to questions or addendums	Wednesday, June 19, 2019 @ 5:00 PM, CST
Deadline for submission of responses	Wednesday, June 26, 2019 @ 3:00 PM, CST

All questions regarding the solicitation shall be submitted in writing by 5:00 PM, CST on the due date noted above. A copy of all questions submitted and the City's response to the questions shall be posted on the City's webpage in the form of an addendum at:

<https://www.roundrocktexas.gov/businesses/solicitations/>.

Questions shall be submitted in writing to the "Authorized Purchasing Contact". The City reserves the right to modify these dates. Notice of date change will be posted to the City's website:

<http://www.roundrocktexas.gov/bids>.

5. SOLICITATION UPDATES: Respondents shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation described herein. Various updates may include addendums, cancellations, notifications, and any other pertinent information necessary for the submission of a correct and accurate response. The City will not be held responsible for any further communication beyond updating the website.

6. RESPONSE DUE DATE: Signed and sealed responses are due at or before 3:00 PM CST, on the due date noted in PART I, Section 5 – Schedule of Events. Mail or hand deliver sealed responses to:

City of Round Rock
Attn: Oscar Wise
Purchasing Department
221 E. Main Street
Round Rock, Texas 78664-5299

- A. Sealed responses shall be clearly marked on the outside of packaging with the Solicitation title, number, due date and "DO NOT OPEN".
- B. Facsimile or electronically transmitted responses are not acceptable.
- C. Responses cannot be altered or amended after opening.
- D. No response can be withdrawn after opening without written approval from the City for an acceptable reason.
- E. Late Bid responses will not be considered for award.
- F. The City will not be bound by any oral statement or offer made contrary to the written specifications.
- G. Samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

7. RESPONDENT REQUIREMENTS: The City of Round Rock makes no warranty that this checklist is a full comprehensive listing of every requirement specified in the solicitation. This list is only a tool to assist participating Respondents in compiling their final responses. Respondents are encouraged to carefully read the entire solicitation.

Exhibit "A"

Respondent shall submit one (1) evident signed "Original" copy and one (1) identical to the original electronic copy on a flash drive. The submittal is required to include all addendums and requested attachments. The bid response along with samples and/or copies shall be provided at the Respondent's expense, and shall become the property of the City.

This invitation for bid (IFB) does not commit the City to contract for any supply or service. Respondents are advised that the City will not pay for any administrative costs incurred in response preparation to this IFB; all costs associated with responding to this IFB will be solely at the interested parties' expense. Not responding to this IFB does not preclude participation in any future RFP/RFQ/IFB.

For your bid to be responsive, addendums and the attachments identified below shall be submitted with your proposal.

- ☐ **Addendums:** Addendums may be posted to this solicitation. Bidders are required to submit signed addendums with their sealed response. The Bidder shall be responsible for monitoring the City's website at <http://www.roundrocktexas.gov/bids> for any updates pertaining to the solicitation.
 - ☐ **Attachment A- BID SHEET:** The bid response shall be submitted on the itemized, signed Bid Sheet provided in the solicitation packet. Failure to complete and sign the bid sheet will result in disqualification. If there is a conflict between the unit price and extended price, the unit price will take precedence. Submission of responses on forms other than the City's Solicitation Document may result in disqualification of the response.
 - ☐ **Attachment B- REFERENCE SHEET:** Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.
 - ☐ **Attachment C- SUBCONTRACTOR INFORMATION FORM:** Provide a signed copy of the Subcontractor Information Form.
 - ☐ **Attachment E- RESPONDENT QUESTIONNAIRE:** Completely fill out this form, supply supporting material to support your answers, and return with your bid. This information will be evaluated.
8. **BEST VALUE EVALUATION AND CRITERIA:** The City reserves the right to reject any or all responses, or to accept any response deemed most advantageous, or to waive any irregularities or informalities in the response received that best serves the interest and at the sole discretion of the City. All solicitations received may be evaluated based on the best value for the City. In determining best value, the City may consider:
- A. Purchase price;
 - B. Reputation of Respondent and of Respondent's goods and services;
 - C. Quality of the Respondent's goods and services;
 - D. The extent to which the goods and services meet the City's needs;
 - E. Respondent's past performance with the City;
 - F. The total long-term cost to the City to acquire the Respondent's goods or services;
 - G. Any relevant criteria specifically listed in the solicitation.
 - H. Evaluation Factors
- Total 100 Points
- **Cost: 60 Points**
 - **Response to Attachment E – Respondent Questionnaire: 40 Points**
 - Lead abatement removal and disposal process and if lead/brass will be recycled. Proof of lead awareness and abatement training – **15 Points**
 - Company work experience. Describe recent company work experience and service for at least 2 commercial contracts for indoor shooting range maintenance, cleaning and disposal services– **15 Points**

Exhibit "A"

- o Individual work experience. Include names, titles and resumes for supervisory staff and lead personnel who will be performing services under this contract as well as supporting documentation such as certifications, licenses and years of experience. - **10 Points**

Respondents may be contacted for clarification of bid and/or to discuss details of the services they are proposing. This may include a presentation and/or the request for additional material/information.

9. **CONFIDENTIALITY OF CONTENT**: As stated in Section 16 of City of Round Rock Purchasing Definitions, Standard Terms and Conditions, all documents submitted in response to a solicitation shall be subject to the Texas Public Information Act. Following an award, responses are subject to release as public information unless the response or specific parts of the response can be shown to be exempt from the Texas Public Information Act. Pricing is not considered to be confidential under any circumstances
 - A. Information in a submittal that is legally protected as a trade secret or otherwise confidential must be clearly indicated with stamped, bold red letters stating "CONFIDENTIAL" on that section of the document. The City will not be responsible for any public disclosure of confidential information if it is not clearly marked as such.
 - B. If a request is made under the Texas Public Information Act to inspect information designated as confidential, the Respondent shall, upon request from the City, furnish sufficient written reasons and information as to why the information should be protected from disclosure. The matter will then be presented to the Attorney General of Texas for final determination.
10. **SUSPENSION OR DEBARMENT CERTIFICATION**: The provisions of the Code of Federal Regulations 2 CFR part 180 suspension and debarment may apply to this agreement. The City of Round Rock is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from doing business with the Federal Government, State of Texas, or the City of Round Rock.
11. **CERTIFICATE OF INTERESTED PARTIES**: Section 2252.908 of the Texas Government Code requires the successful offeror to complete a Form 1295 "Certificate of Interested Parties" that is signed for a contract award requiring council authorization. The "Certificate of Interested Parties" form must be completed on the Texas Ethics Commission website, printed, signed and submitted to the City by the authorized agent of the Business Entity with acknowledgment that disclosure is made under oath and under penalty of perjury prior to final contract execution. Link to Texas Ethics Commission Webpage:
https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Exhibit "A"

PART II DEFINITIONS, STANDARD TERMS AND CONDITIONS AND INSURANCE REQUIREMENTS

1. **DEFINITIONS, STANDARD TERMS AND CONDITIONS:** By submitting a response to this solicitation, the Respondent agrees that the City's Definitions, Standard Terms and Conditions, in effect at the time of release of the solicitation, shall govern unless specifically provided otherwise in a separate agreement or on the face of a purchase order. Said Definitions, Terms and Conditions are subject to change without notice. It is the sole responsibility of Respondents to stay apprised of changes. The City's Definitions, Standard Terms and Conditions can be viewed and downloaded from the City's website at:
<https://www.roundrocktexas.gov/departments/purchasing/>
2. **INSURANCE:** The Respondent shall meet or exceed all insurance requirements set forth in Standard Insurance Requirements. The City's Standard Insurance Requirements document can be viewed and downloaded from the City's website at: <https://www.roundrocktexas.gov/departments/purchasing/>
 - A. **Lead Pollution/Hazardous Materials Insurance:** For Work which involves hazardous materials Contractor or Subcontractor responsible for the Work shall comply with the following insurance requirements in addition to those specified above.
 - i. Provide a lead pollution liability policy or lead pollution endorsement to the Commercial General Liability policy with minimum bodily injury and property damage limits of \$1,000,000 per occurrence for coverages A&B and products/completed operations coverage with a separate aggregate of \$1,000,000. This policy shall not exclude lead pollution and shall provide "occurrence" coverage without a sunset clause. The policy shall provide 30-day Notice of Cancellation and Waiver of Subrogation endorsements in favor of OWNER.
 - ii. Contractor or Subcontractors responsible for transporting any hazardous materials shall provide pollution coverage. Federal law requires interstate or intrastate transporters of hazardous materials to provide an MCS 90 endorsement with a \$5,000,000 limit when transporting hazardous materials in bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more. Interstate transporters of hazardous materials in non-bulk in conveyances of gross vehicle weight rating of 10,000 pounds or more must provide an MCS 90 endorsement with a \$1,000,000 limit. The terms "conveyance" and "bulk" are defined by Title 49 CFR 171.8. All other transporters of hazardous material shall provide either an MCS 90 endorsement with minimum limits of \$1,000,000 or an endorsement to their Commercial General Liability Insurance policy which provides coverage for bodily injury and property damage arising out of the transportation of hazardous materials. The endorsement shall, at a minimum, provide a \$1,000,000 limit of liability and cover events arising from fire, wind, hail, lightning, overturn of conveyance, collision with other vehicles or objects, and loading and unloading of conveyances.

Exhibit "A"

PART III SUPPLEMENTAL TERMS AND CONDITIONS

1. **AGREEMENT TERM:** The terms of the awarded agreement shall include but not be limited to the following:
 - A. The term of the Agreement shall begin from date of award and shall remain in full force for sixty (60) months.
 - B. Upon expiration of the contract term, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period as is reasonably necessary to re-solicit and/or complete the project up to 90 days.
5. **RESPONDENT QUALIFICATIONS:** The City has established the following minimum qualifications. Respondents who do not meet the minimum qualifications will not be considered for award. The Respondent shall:
 - A. Be firms, corporations, individuals, or partnerships normally engaged in providing gun range maintenance, cleaning, and disposal services as specified herein and have adequate organization, facilities, equipment, financial capability, and personnel to ensure prompt and efficient service to the City;
 - B. Provide all labor, supplies, and materials required to satisfactorily perform the services as specified herein and own or acquire at no cost to the City all construction aids, appliances, and equipment Respondent deems necessary and maintain sole responsibility for the maintenance and repair of Respondent's vehicles, equipment, tools and all associated costs. The City shall not be responsible for any Respondent's tools, equipment or materials lost or damaged during the performance of the services specified herein;
 - C. Be domiciled in or have a home office inside the United States. Respondents domiciled outside the United States, or not having a home office inside the United States will not be included for consideration in this procurement process.
 - D. The Contractor shall have at least three (3) years' experience providing cleaning and lead removal/abatement for firing ranges.
6. **SUBCONTRACTORS:** If Subcontractors will be used the Respondent is required to complete and submit with their bid response Attachment C: Subcontractor Information Form. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. The Contractor shall:
 - A. Require that all deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications, and terms of the Contract;
 - B. Require that all Subcontractors obtain and maintain, throughout the term of their agreement, primary insurance in the type and amounts specified for the Vendor, with the City being named as an additional insured; and
 - C. Require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
 - D. Awarded Contractor is required to submit a list of all subcontractors for approval by the City prior to use of any subcontractors throughout the term of the contract.
 - E. Require that the subcontractor team is the same for each visit to ensure consistency. Require the Subcontractor have all the same certifications as the awarded Vendor
7. **SAFETY:** The City reserves the right to remove any employee from City property for violation of federal, state, and local health, safety and environmental laws, ordinances, rules and regulations. The Respondent shall:

Exhibit "A"

- A. Ensure that all employees comply with all Occupational Safety and Health Administration (OSHA), State and City safety and occupational health standards and other applicable federal, state, and local health, safety, and environmental laws ordinances, rules and regulations in the performance of these services;
- B. Be held responsible for the safety of their employees and unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site. In case of conflict, the most stringent safety requirement shall govern;
- C. Indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines penalties and liability of every kind arising from the breach of the Successful Respondents' obligations under this paragraph.

8. WORKFORCE: Successful Respondent shall:

- A. Any Contractor personnel who will be working at the RRPD Public Safety Training Center must undergo a criminal background check, performed by RRPD, prior to working on premises.
- B. Ensure Respondent's employees perform the services in a timely, professional, and efficient manner;
- C. Ensure Respondent's employees, while working on City property, wear a company uniform that clearly identifies them as the Respondent's employee;
- D. Employ all personnel for work in accordance with the requirements set forth by the United States Department of Labor. The City reserves the right to verify citizenship or right to work in the United States.

9. PRICING: The Respondent shall determine and submit a fixed cost for the work and shall include all incidental costs, labor, personal protective equipment, overhead charges, travel, payroll expenses, freight, equipment acquisition and maintenance, demurrage, fuel surcharges, delivery charges, costs associated with obtaining permits, insurance, bonds and risk management. No separate line item charges shall be permitted for either response or invoice purposes.

10. PRICE INCREASE: Contract prices for Shooting Range Cleaning and Disposal shall remain firm throughout the initial twelve (12) month term of the contract. A price increase to the agreement may be considered on the anniversary date of the Contract each year and shall be equal to the consumer price index for that year, but at no time can the increase be greater than 15% for any single line item.

- A. **Consumer Price Index (CPI):** Price adjustments will be made in accordance with the percentage change in the U.S. Department of Labor Consumer Price Index (CPI-U) for all Urban Consumers. The price adjustment rate will be determined by comparing the percentage difference between the CPI in effect for the base year six-month average (January through June OR July through December); and each (January through June OR July through December six month average) thereafter. The percentage difference between those two CPI issues will be the price adjustment rate. No retroactive contract price adjustments will be allowed. The Consumer Price Index (CPI) is found at the Bureau of Labor Statistics, Consumer Price Index website: <http://www.bls.gov/cpi/>.
- B. **Procedure to Request Increase:**
 - i. Mail the written price increase request with the rate detail comparison and comprehensive calculation and any supporting documentation to the designated City Contract Specialist a minimum of 45 days prior to the annual Contract anniversary date. The detailed written calculation will be verified and confirmed. All written requests for increases must include the City of Round Rock contract number, solicitation reference information and contact information for the authorized representative requesting the increase. Price increase requests shall be sent by mail to:

**City of Round Rock
Purchasing Department
Attn: Contract Specialist
221 East Main Street
Round Rock, TX 79664-5299**

Exhibit "A"

- ii. Upon receipt of the request, the City reserves the right to either, accept the escalation and make change to the purchase order within 30 days of the request, negotiate with the Vendor or cancel the agreement or purchase order if an agreement cannot be reached on the value of the increase.
11. **PERFORMANCE REVIEW:** The City reserves the right to review the awarded respondents' performance anytime during the contract term.
12. **ACCEPTANCE/INSPECTION:** Acceptance inspection should not take more than five (5) working days. The awarded respondent will be notified within the time frame if the services delivered are not in full compliance with the specifications. In the event the services are not performed to the satisfaction of the City; the vendor shall agree to reperform services to specification within 24 hours at no additional cost to the City. If any agreement or purchase order is cancelled for non-acceptance, the needed services may be purchased elsewhere, and the vendor may be charged liquidated damages.
13. **ORDER QUANTITY:** The quantities shown on the solicitation are estimates only. No guarantee of any minimum or maximum purchase is made or implied. The City will only order the services/goods needed to satisfy requirements within budgetary constraints, which may be more or less than indicated.
14. **PERMITS:** The Successful Respondent shall verify and obtain all necessary permits, licenses, and/or certificates required by federal, state and local laws, ordinances, rules or regulations for the completion of the services as specified if required for the project.
15. **AWARD:** The City reserves the right to enter into an Agreement or a Purchase Order with a single award, split award, primary and secondary award, non-award, or use any combination that best serves the interest and at the sole discretion of the City. Award announcement will be made upon City Council approval of staff recommendation and executed agreement. Award announcement will appear on the City's website at <http://www.roundrocktexas.gov/bids>.
16. **POST AWARD MEETING:** The City and Successful Respondent(s) may have a post award meeting to discuss, but not be limited to the following:
- A. Provide City contact(s) information for implementation of agreement.
 - B. Identify specific milestones, goals and strategies to meet objectives.
17. **POINT OF CONTACT / DESIGNATED REPRESENTATIVE:**
- A. **Contractor's point of contact:** In order to maintain consistent standards of quality work performed across the City, the City shall be provided with a designated and identified point of contact upon award of the contract to include contact information. The City's designated representative shall be notified by the Respondent immediately should the point of contact change.
 - B. **The City's designated representative:**
Tim Stevenson
Detective - Round Rock Police Department
City of Round Rock
Phone: 512-218-6679
E-mail: tstevenson@roundrocktexas.gov
18. **INTERLOCAL PURCHASING AGREEMENTS**
- A. The City has entered into Interlocal Agreements with other Governmental agencies pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same price and terms and conditions to other eligible agencies that have an interlocal agreement with the City.
 - B. The City does not accept any responsibility or liability for the purchases by other government agencies through an interlocal cooperative agreement.

Exhibit "A"

PART IV SPECIFICATIONS AND SCOPE OF WORK

1. **Purpose:** The City of Round Rock Police Department, hereinafter referred to as RRPD, is seeking a contract to provide turn-key maintenance, cleaning, and lead abatement services at the Public Safety Training Center located at 2801 N. Mays St., Round Rock, Texas 78665. In addition to cleaning and lead abatement services, RRPD will require the Contractor to recycle all spent brass and dispose of lead and other items as needed.
2. **Range Details:** Additional information regarding the indoor gun range includes:
 - A. The City estimates the firing of 1 million rounds annually in this single-story range.
 - B. The Meggitt rubber bullet trap is 75' wide and was installed in February of 2018. It has a ramp and loading dock with rollup door access to the bullet trap.
 - C. The range has a granulated rubber trap with steel plates behind that. The plate will need to be cleaned of lead and lead dust with the lead is mined from the trap (rubber removed).
 - D. Firing line distances from the trap vary from 0-50 yards and provide prone, kneeling, standing, and tactical firing positions.
 - E. There are no single baffles. It is an open range with 12 firing lines and targets at the trap.
 - F. Vendor will have full access to the range during the hours of 8:00AM to 5:00PM CST to complete all services. There is a large rolling door adjacent to the range for loading and unloading of equipment.
 - G. No rubber curtains are used.
 - H. The weapons cleaning room dimensions are approximately 15' x 30'. The ammunition room is approximately 20' x 30'. The Control room is approximately 15' x 15'. The hallway leading to the into the range is approximately 10' by 15'.
 - I. The ventilation system is located on the roof of the range and it is accessible by a ship ladder inside of the building.
 - J. The City would like all brass and lead projectiles to be recycled by the successful vendor and a "credit" issued to the City for the value of recycled items if possible. Otherwise, the Vendor shall dispose of brass and lead in a way that meets all Federal and State Laws.
 - K. To the best of our knowledge a Toxic Characteristic Leaching Procedure (TCLP) has not been performed on the hazardous waste produced by the range for disposal.
3. **Contractor's Responsibilities-**
 - A. The Contractor shall:
 - i. Furnish and provide all equipment, materials, tools, safety equipment, supplies, and parts for Contractor owned equipment, transportation, handling, storage, labor, and supervision required for proper execution of this contract.
 - ii. Be responsible for meeting or exceeding all applicable local, state, and federal ordinances, regulations, and laws for safely removing lead and other contaminants from the weapons range including, but not limited to:
 - a. the Environmental Protection Agency (EPA);
 - b. Occupational Safety and Health Administration (OSHA) including worker exposure regulation for lead (29 CFR 1926.62, 1910.1025);
 - c. Texas Commission on Environmental Quality (TCEQ) Resource Conservation and Recovery Act (Pub. L. 113-185 42 USC § 6903) pertaining to special waste handling;
 - d. Texas Administrative Code (Title 30, Chapter 335) on solid waste handling;
 - e. In the event that any law, regulation, or ordinance becomes effective after the start of this Agreement, the Vendor is required to comply with the new policy. Any mandates requiring the City to comply with new guidelines will also require the Vendor to comply.

Exhibit "A"

- iii. Perform work in accordance with all applicable codes and trade practices, including, but not limited to testing, handling, and disposal permits.
 - iv. Provide proof of lead awareness and abatement training for all personnel performing services under this contract. Contractor personnel shall be equipped with all necessary personal protective equipment to perform lead abatement of the firing range. The Contractor is responsible for storing and transporting contaminants from the site.
 - v. Clean the lead contaminated areas of the weapons range including all lanes. The RRPD firing range consists of one range. The range is required to be cleaned and decontaminated.
 - vi. Collect all spent lead and brass from the shooting range and recycle it. If items are not recyclable, please dispose of them in a legally responsible manner ensuring compliance with all applicable law and regulations.
 - vii. Items do not need to go to a smelter. As long as the metal is properly disposed of (in accordance with all applicable laws) whatever is most cost efficient to all parties involved is acceptable.
 - viii. Clean all door mats and receptacles containing lead contaminated items.
 - ix. Clean all hard surfaces, as well as work area, using proper equipment and shall remove lead contaminants from RRPD premises and dispose of or recycle per all applicable standards and regulations (covered in Item 3.A.ii. above). Hard surfaces will also include the top sides of baffles and the top of the bullet trap behind the range and stations.
 - x. Inspect and vacuum the area around the lead containment system and bullet trap area and all other accumulation areas on the range once the lead removal has been completed.
 - xi. Perform services on all range floors, bullet traps, firing lanes, and weapon cleaning rooms/spaces.
 - xii. Provide removal, installation, processing, double bagging, sealing, transporting, HAZ-MAT recycling of each lead contaminated filter when economically feasible, and properly dispose of all filters into a Contractor-supplied Conex container stored on site (or similar set-up) as needed.
 - xiii. There is a sensor in the air system that will indicate when the filters need be changed out. That is why the Bid Sheet indicates Estimated quantities.
 - xiv. Provide Conex container to be placed in area designated by the City near the firing range. Haul off full Conex container as needed to the appropriate disposal facilities.
 - xv. Collect all lead and brass from firing range. While the City may assist with brass collection the Contractor shall be responsible for sorting lead and brass. The Contractor shall provide the proper temporary containers for both lead and brass.
 - xvi. On an as needed basis, Contractor shall mine the lead from the bullet trap, sort and clean the granulated rubber, and replace it back into the bullet trap. No rubber will need to be supplied by the vendor. The City will purchase rubber as needed.
 - xvii. Properly dispose of Class 1 and Class 2 waste.
- B. Failure to provide suitable equipment and PPE for the performance of this contract may be grounds for the City to terminate the contract.

4. City's Responsibilities

- A. The City shall:
 - i. Allow access by approved individuals during normal business hours to perform services.
 - ii. Provide space for Conex container
 - iii. Provide outlets necessary to power all equipment.
 - iv. Provide all filters that require replacement.
 - v. Close down the range as needed for the completion of the described work.
 - vi. The Range Master or designee will sign off on a completed task list.

Exhibit "A"

ATTACHMENT A BID SHEET

1. **ATTACHMENT A – BID SHEET** is posted in Solicitation Documents for IFB No. 19-011 Shooting Range Cleaning and Disposal in an Excel format on the City of Round Rock website at: <https://www.roundrocktexas.gov/departments/purchasing/purchasing-active-solicitations/>
 - 1.1 In order to be considered responsive Attachment A- Bid Sheet must be completed, signed by an authorized representative, and returned by the deadline for submission of response indicated in Part I Section 5 – Schedule of Events.
 - 1.2 The Respondent, by submitting and signing Attachment A – Bid Sheet, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.
 - 1.3 In order to do business with the City of Round Rock you must be registered with the City's Vendor Database. To register, go to: <https://roundrock.munisselfservice.com/Vendors/default.aspx>.
 - 1.4 By the signature affixed on Attachment A-Bid Sheet, the Respondent hereby certifies that neither the Respondent nor the entity represented by the Respondent, or anyone acting for such entity has violated the antitrust laws of this State, codified in Section 15.01 et seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly, the response made to any competitor or any other person engaged in such line of business."
 - 1.5 The Respondent agrees, if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.
 - 1.6 The Contractor shall submit a current, dated hazmat or environmental cleaning license with their response and identify their number of years' experience in lead removal/abatement with firing ranges.

Exhibit "A"

***SUBMITTAL: IFB NO. 19-011REBID
SHOOTING RANGE CLEANING AND DISPOSAL***

2.0 ATTACHMENT A- BID SHEET



Exhibit "A"

Attachment A- Bid Sheet IFB No. 19-011REBID

The Respondent represents by their signature below that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation documents contained in IFB No. 19-011REBID Shooting Range Cleaning, Maintenance and Disposal. The Respondent acknowledges that he/she has received and read the entire solicitation packet, attachments and all documents incorporated by reference, and agrees to be bound by the terms therein.

Special Instructions: All prices must be quoted in order to be considered responsive, be advised that exceptions taken to any portion of the solicitation will jeopardize acceptance of the bid. The City reserves the right to purchase more or less than the quantities indicated below. The costs bid below shall include the cost of equipment, supplies, labor, overhead, transportation, storage and disposal services required under this contract.

Cost = 60 Points

No.	Description	Estimated Annual Quantity	Unit	Unit Cost	Extended Total
1	Monthly Regular cleaning of entire gun range from firing line to back plates and fill divots in the bullet trap by pushing the granulated rubber back up into the trap.	12	ea.	\$2,085.00	\$25,020.00
2	Monthly Standard D-load wipe-down of all horizontal exposed surfaces, as well as any vertical surface likely to be touched, rubbed, or otherwise disturbed (i.e. light switches, handles, etc.)	12	ea.	\$953.00	\$11,436.00
4	Monthly HEPA Vacuuming of entire range floor. (12 Positions)	12	ea.	\$738.00	\$8,856.00
5	As needed, replacement and disposal of Secondary Filters: 24 x 24 x 12 inches (30 filters) - Filters provided by City	120	ea.	\$133.00	\$15,960.00
6	As needed, replacement and disposal of HEPA Filters: 24 x 24 x 11.5 inches (30 filters) - Filters provided by City	120	ea.	\$133.00	\$15,960.00
7	As needed, replacement and disposal of House Filters: 16 x 20 x 4 inches (16 filters) - Filters provided by City	64	ea.	\$20.00	\$1,280.00
8	As needed, replacement and disposal of House Filters: 16 x 25 x 4 inches (16 filters) - Filters provided by City	64	ea.	\$20.00	\$1,280.00
9	As needed, replacement and disposal of pre-filter: 24 x 24 x 22 inches (Qty 24 in total) - Filters provided by City	24	ea.	\$20.00	\$480.00
10	As needed, replacement and disposal of Bag Filters: 24x24x30 - 10 pocket MV 14A - Filters provided by City	24	ea.	\$25.00	\$600.00
11	Rubber trap lining of particulate material from trap and add new rubber, ordered as	2	ea.	\$16,500.00	\$33,000.00
Yearly Total:					\$113,872.00

FOR INFORMATION ONLY- This section will not be evaluated but will become part of the contract. The City would like all brass and lead projectiles to be recycled and a reasonable credit be issued for the value of recycled items if available. We understand the recyclable credit will fluctuate due to market value. will fluctuate due to market value.

No.	Description	Quantity	Unit	Unit Credit
12	Credit - Brass casings - Recycled	1	Lbs.	Estimated 65-70% LME (copper), Minus transportation costs
13	Credit - Lead projectiles - Recycled	1	Lbs.	Estimated 60-65% LME (lead), minus transportation costs

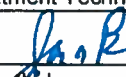
Attachment E - Respondent Questionnaire - Total 40 points

- *15 Points - Lead abatement removal and disposal process and if lead/brass will be recycled. Proof of lead awareness and abatement training.
- *15 Points - Company Work Experience. Describe recent company work experience and services for at least 2 commercial contracts for indoor shooting range maintenance, cleaning and Disposal services.
- *10 Points - Individual Work Experience. Include the names, titles and resumes for supervisory staff and lead personnel who will be performing services under this contract as well as supporting documentation such as certifications, licenses and years of experience.

Company Name:

Metals Treatment Technologies, LLC

Signature of Authorized Representative:



Printed Name:

James M Barthel

Phone Number:

(303) 456-6977

Email Address:

info@mt2.com

Exhibit "A"

**SUBMITTAL: IFB NO. 19-011REBID
SHOOTING RANGE CLEANING AND DISPOSAL**

2.1 Registered with the City of Round Rock

Yes

2.2 Offer Validity

MT2 agrees if this Offer is accepted within 120 calendar days after the Due Date, to fully comply in strict accordance with the Solicitation, specifications and the amounts shown on bid sheet.

2.3 Experience & Licenses

2.3.1 Company History

With over 18 years' industry experience, MT2 is recognized as the nation's #1 environmental firing range service provider and the largest and most professional contractor. We have demonstrated unmatched credentials and capabilities through performing over 2,500 indoor and outdoor range projects nationwide for a diverse variety of clients including police firing ranges, military ranges, local and national government agencies, and private clubs. Our firing range services include lead reclamation (bullets and lead shot recovery), firing range design, shooting range construction, gun range cleaning, and complete firing range maintenance and firing range remediation services. Our customer value proposition is to offer leading technology, superior field services, and knowledgeable environmental regulatory expertise to support sustained range operations, responsible maintenance, and closure/remediation services.

See Section 4.1.2 MT2 Key Experience for project experience.

2.3.2 Range Services

MT2 offers a wide range of indoor range services from routine shooting range maintenance, cleaning, and lead reclamation to range decommissioning and demolition. We work with your budget and schedule to best meet your project needs. MT2 can help design and implement your range improvement and maintenance projects including:

Lead Reclamation/Recycling

- Recovery of bullets/bullet fragments from bullet trap
- MT2 has proprietary agreements with lead smelters/recyclers to leverage quantity-based pricing; resulting in the best market price for recycled lead on behalf of our customers
- Removal and transportation offsite of recovered range lead/brass

Treatment of Range Waste and Disposal as Non-Hazardous

- Proprietary and patented treatment process known as ECOBOND®
- Ensures disposed materials are less than EPA RCRA hazardous lead TCLP level of 5.0 mg/L
Eliminate the need to generate expensive hazardous waste

Range Cleaning and Remediation

- Range cleaning and Best Management Practices for continued range use
- Complete lead dust remediation for range closures

Range Evaluation and Consultation

- Range assessment, OSHA Health & Safety
- Range sustainability (NRA/NSSF Best Management Practices, regulatory Support)
- Assist with all aspects of range development



Exhibit "A"

**SUBMITTAL: IFB NO. 19-011REBID
SHOOTING RANGE CLEANING AND DISPOSAL**

3.0 ATTACHMENT B- REFERENCE SHEET

REFERENCE SHEET

PLEASE COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE

SOLICITATION NUMBER: IFB No. 19-011REBID

RESPONDENT'S NAME: Metals Treatment Technologies, LLC

DATE: 6/26/19

Provide the name, address, telephone number and **E-MAIL** of at least three (3) valid Municipal, Government agencies or firms of comparable size that have utilized services that are similar in type and capacity within the last two (2) years. City of Round Rock references are not applicable. References may be checked prior to award. If references cannot be confirmed or if any negative responses are received it may result in the disqualification of submittal.

1. Company's Name Austin Police Department Training Academy
Name of Contact Sergeant Steven Willis
Title of Contact Sergeant
E-Mail Address Steven.Willis@austintexas.gov
Present Address 4800 Shaw Lane
City, State, Zip Code Austin, TX 78744-3928
Telephone Number (512) 978-8217 Fax Number: (N/A)
2. Company's Name The Arms Room
Name of Contact Travis James
Title of Contact Vice President of Business Development
E-Mail Address travis@thearmsroomtx.com
Present Address 3270 Gulf Freeway
City, State, Zip Code Dickinson, TX 77539
Telephone Number (832) 226-5252 Fax Number: (832) 226-5250
3. Company's Name Tejas Shooting Sports
Name of Contact Kim Barry
Title of Contact Owner
E-Mail Address kim@tejasshootingsports.net
Present Address 421 E. 8th Street
City, State, Zip Code Odessa, TX 79761
Telephone Number (432) 661-7358 Fax Number: (N/A)

**FAILURE TO PROVIDE THE REQUIRED INFORMATION WITH THE SOLICITATION
RESPONSE MAY AUTOMATICALLY DISQUALIFY THE RESPONSE FROM
CONSIDERATION FOR AWARD.**



Exhibit "A"

ATTACHMENT D ESTIMATED SCHEDULE OF SERVICES

	Monthly	Quarterly	Yearly
Services			
Regular cleaning of gun range from firing line to back plates, removing all particulate lead from trap,	x		
Lead wipe down of all horizontal exposed surfaces, as well as any vertical surface likely to be touched, rubbed, or otherwise disturbed (i.e. light switches, handles, etc.)	x		
HEPA Vacuuming: Standard single-pass HEPA vacuuming of each position from firing line to backstop.	x		
Changing Pre-Filters: 24" x 24" x 4"		x	
Changing Secondary Filters: 24" x 24" x 12"		x	
Change HEPA Filters: 24" x 24" x 11 1/2"		x	
Change House Filters: 16" x 20" x 4"		x	
Quarterly House Filters: 16" x 25" x 4"		x	
Full range cleaning to include the bullet trap			x

Note: This is an estimated schedule of services only, the City reserves the right to order more or less.

Exhibit "A"

SUBMITTAL: IFB NO. 19-011REBID SHOOTING RANGE CLEANING AND DISPOSAL

Range Maintenance/Improvements

- Shooting range maintenance and improvements
- Shooting range cleaning and fixation of lead contaminated surfaces, reduction in airborne lead (booths, walls, floors, equipment, etc.)
- Installation or replacement of HVAC system
- Complete shooting range lead abatement
- Shooting range remediation and closure

Licensed, Bonded and Insured: MT2 maintains applicable professional licensing, is fully bondable, and provides \$10MM of insurance protection including General and Pollution Liability Insurance to provide customers, site owners, and others the best available "peace of mind" in dealing with environmental liabilities. Knowledgeable range owners insist that this package be provided before any work involving lead is performed.

Exclusive Lead Treatment Technology: MT2 utilizes patented and proprietary ECOBOND® technology to mitigate potential physical, occupational, and environmental hazards associated with high concentrations of lead and other metals in firing range soils. All technology achieves compliance with EPA and state regulatory agencies recommended firing range environmental Best Management Practices (BMPs).

2.3.3 Licensing & Certifications

MT2 is a Lead-Safe Certified Firm with the EPA. Additional state certifications can be found in the **Appendix**.

See MT2 Employee Training (under 4.1.1. Technical Approach) and 4.1.3 MT2 Key Personnel Roles for individual certifications.

United States Environmental Protection Agency

This is to certify that



Metals Treatment Technologies, LLC

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires August 23, 2022

NAT-F178948-1

Certification #

August 09, 2017

Issued On



Michelle Price

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



MT2

Get the Lead Out! 888-435-6645 www.MT2.com

Page 6

Exhibit "A"

ATTACHMENT E
RESPONDENT QUESTIONNAIRE
40% Points
Must Return this Form

Name of Business:	Metals Treatment Technologies, LLC
Physical Address of Headquarters (HQ):	14045 W 66 th Ave, Arvada, CO 80004
Physical Address of Serving Branch: (if different address from HQ)	N/A

1. On a separate sheet of paper describe your lead abatement removal and disposal process and if you will recycle the lead or brass? Provide proof of lead awareness and abatement training for all personnel performing services under this contract. **(15 points)**.

See Section 4.1.1 Technical Approach on the following pages

2. How many years has your company been in the Shooting Range Maintenance, Cleaning and Disposal Business?

Number of years in the Shooting Range Maintenance, Cleaning and Disposal Business:	18+, since August 2000
--	------------------------

3. **EXPERIENCE:** On a separate sheet of paper describe relevant company and individual experience for the personnel who will be actively engaged in the performance of this contract.

- **Company work experience:** Describe recent company work experience and services provided for at least 2 commercial contracts for Indoor Shooting Range Maintenance, Cleaning and Disposal Services within the last 2 years. **(15 Points)**

See Section 4.1.2 MT2 Key Experience on the following pages

- **Individual Work Experience-** Include the names, titles and resumes for supervisory staff and lead personnel who will be performing services under this contract as well as supporting documentation such as certifications, licenses and years of experience. **(10 Points)**

See Section 4.1.3 MT2 Key Personnel Roles on the following pages

Exhibit "A"

*SUBMITTAL: IFB NO. 19-011REBID
SHOOTING RANGE CLEANING AND DISPOSAL*

4.0 ATTACHMENT E- RESPONDENT QUESTIONNAIRE & SUPPORT



Exhibit "A"

**SUBMITTAL: IFB NO. 19-011REBID
SHOOTING RANGE CLEANING AND DISPOSAL**

4.1 Respondent Questionnaire Form Continued

4.1.1 Technical Approach

The project objective is to perform Shooting Range Cleaning & Disposal at the The City of Round Rock's police firing range. MT2 proposes to perform these maintenance tasks in compliance with applicable EPA, OSHA, State, Federal and local regulations.

MT2 has on file the appropriate support documents such as Respiratory Protection Plan, Medical Surveillance Plan, and evidence of medical examinations for MT2 workers, certificates of worker training, and certificates of general/commercial liability insurance.

Site-specific Work Plan (WP) and Health & Safety Plan (HASP) will be completed prior to MT2's first mobilization.

Planning, Preparation, and Mobilization

- MT2 will provide personnel, equipment, and miscellaneous tools to perform the requested onsite activities. Upon mobilization to the site, appropriate signage and materials containment will be established, as required
- Work will be performed in a professional, workmanlike manner, in accordance with applicable EPA, OSHA, State, Federal and Local regulations. MT2 will perform work with personnel who have successfully met HAZWOPER training requirements pursuant to OSHA 29 CFR 1910.120 as well as 29 CFR 1926.62
- MT2 will mobilize a field crew, associated equipment, appropriate health and safety equipment, and supporting supplies and tools to complete the project. Work will be done with appropriate, protective clothing, which may include respirators, Tyvek suits or equivalent, gloves and boots. OSHA compliant equipment and personnel decontamination procedures will be followed for workers entering and exiting the work zone. Onsite work may include use of MT2's portable shower unit, and assumes it can be connected to facility-provided hot and cold water and drains in an appropriate location near the range

MT2 Equipment

The following equipment (or similar) will be used for lead reclamation and cleaning activities:

- One (1) Ford Service Truck and Service Trailer
- MT2 proprietary equipment for separating bullet/bullet fragments from rubber material
- Forklift – electrical
- Generator
- Air Compressor
- Sherpa (Skid Steer)
- Negative Air Machine
- HEPA Vacuums

Equipment and vehicles will be monitored over the course of the project and kept in proper operating condition. Equipment will be shut down when not in use. Frequent visual checks will be made for possible oil leaks/spills, and if found, immediate appropriate action, including reporting, will be taken.



Exhibit "A"

SUBMITTAL: IFB NO. 19-011REBID SHOOTING RANGE CLEANING AND DISPOSAL

Sound and noise pollution will be monitored and controlled to minimize any impact to the surrounding area. As possible, equipment used in this work will be equipped with satisfactory mufflers and sound abatement devices to reduce engine noise.

Site Preparation

When applicable.

- Site Delineation – MT2 will delineate the area into separate zones with appropriate signage and barriers. Barriers will be constructed so as to restrict access to the work zone while maintaining access to the other areas of the facility
- Signage - Lead warning signs will be posted at each entrance to the lead removal work area. All signs will be in accordance with 29 CFR 1926. 62. "Lead Danger" tape will be used to maintain a 20-foot radius from the entrance to the work area. The area will be monitored by the site supervisor/competent person and workers. Posted signs will also be used to ensure there is no unauthorized entry into the area
- Emergency Procedures - MT2 will establish and post written procedures within the firing range work area near the decontamination area. The post will include emergency contact names, phone numbers, and instructions for medical emergencies
- Utilities - MT2 will utilize a qualified electrician to coordinate with the facility to disconnect and perform lockout/tagout procedures for the primary power to the firing range work area and then establish temporary power (including ground fault interrupt protection) for MT2 to utilize while working at the area. MT2 will set up temporary lighting in the work area. Additional negative air machines with HEPA filters will be installed to create proper ventilation. MT2 will seal all storm drains, floor and area drain routes to prevent contaminated runoff from exiting the work area
- Daily Log-In/Out Sheet - MT2 will restrict and monitor access to the work site by maintaining a daily log. This log will document all personnel entering the work area and will include entry and exit times

Lead Cleaning Methodology

As a standard practice, MT2 will clean the higher surfaces first and then lower ones as to not re-contaminate areas.

HEPA Vacuum Cleaning

This procedure requires cleaning all horizontal surfaces with a vacuum cleaner equipped with a High Efficiency Particulate Air Filter (HEPA) or an equivalent high efficiency filter. Within a room, MT2 will start with the highest horizontal surfaces and work down to the floor. MT2 will ensure to clean dust traps such as windows and where the duct work was disconnected. When practical, work will proceed from the cleanest areas to the dirtiest areas to minimize spreading lead-contaminated dust to clean areas. The filters and bags will not be opened or changed inside a room. MT2 personnel will follow the manufacturer's instructions for routine maintenance, cleaning and filter changing.

Wet Cleaning

If visible dust that cannot be removed from HEPA vacuuming remains, a liquid saturation and wiping of the surface will occur prior to final cleaning. Final cleaning will constitute use of a lead-specific, pre-wetted wipe or application of a lead-specific cleaning solution and rag. The rag/wipe will be folded. The exposed face will be used to wipe the cleaned surface. The rag will continue to be folded so that each successive wipe will utilize a fresh surface of the rag/wipe. Once most or all of the exposed faces of the rag/wipe are used, the rag/wipe will be disposed and a new one used to complete cleaning of the surface.




Exhibit "A"

**SUBMITTAL: IFB NO. 19-011REBID
SHOOTING RANGE CLEANING AND DISPOSAL**


Mopping the floor

The 2-step wet wiping procedure
Systematic wiping.


Step 1
The blue bucket of the double rolling bucket system is filled with accurately dosed cleaning agent (e.g. tenalol® germicid). The red bucket is filled to one third with clean water. Then the dirty water is collected in there. The squeegee is fixed above the red bucket.




Step 2
In the first step, the mop is soaked with the cleaning agent in the blue bucket.




Step 3
The surfaces are wiped with consistent, firm, circular movements. Adhering dirt is soaked and loosened. At the end, the mop is moved in the red bucket and squeezed out into the same bucket.




Step 4
After the first step, the mop is changed and the used mop is disposed of.




Step 5
Excess cleaning agent is absorbed by the second mop with the same wiping technique. The remaining fine dirt with a squeegee.



Step 6
The loosened dirt remaining is wiped up with the mop.

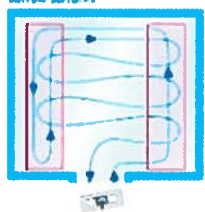


Step 7
The used mop and the dirty water are to be appropriately disposed of. The cleaning equipment must be cleaned after use.

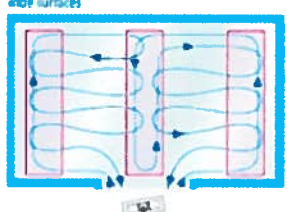


Different approaches for narrow and wide surfaces

narrow surfaces



wide surfaces



Lead Recovery/Recycling

Recovery/Recycling will involve the collection and recycling of bullets/bullet fragments from the granular rubber trap system(s). **MT2 intends to recycle both the lead and the brass.**

Under this proposed service, MT2 will:

- Remove granular rubber that contains economically recoverable lead, as determined by onsite MT2 personnel
- Utilize MT2-determined means and methods, to process and separate bullets/bullet fragments from the removed rubber
 - Lead bullets/fragments and brass will be staged onsite for recycling



Exhibit "A"

SUBMITTAL: IFB NO. 19-011REBID SHOOTING RANGE CLEANING AND DISPOSAL

- MT2 processing includes the recovery of small particulate "fines" consisting of degraded rubber, lead dust, and other materials such as paper, plastic, etc. The amount of material recovered can vary significantly from site to site, and this proposal does not explicitly imply that fines will be removed during MT2 processing
- Provide containers and pallets. Place recovered lead into these containers and stage onsite
- Observed wear, apparent damage, and/or minor trap maintenance will be reported to the Client

Upon completion of lead recovery/recycling activities, MT2 will HEPA vacuum, wet clean, and HEPA vacuum again the associated work area and decontaminate equipment

MT2 Employee Training

Staff Experience and Expertise: MT2 personnel have on average 24 years overall environmental experience including performing lead removal and lead maintenance. This expertise saves time and money for our customers since there will be no learning curve that may be incurred by less experienced firms.

MT2 field employees maintain the following certifications:

- OSHA 40 Hour HAZWOPER Training, 8-Hour Refresher (29 CFR 1910.120)
- 8 Hour HAZWOPER Supervisor Training
- Lead Standard of the Construction Industry (29 CFR 1926.62)
- Red Cross First Aid Certified
- OSHA Construction Fall Protection
- Lockout/Tag-out Control

Focus on Safety: MT2 is a leader in range safety. We provide consultation and assessment for all environmental and OSHA safety issues. MT2 has never received OSHA or EPA violations. In fact, not only does MT2 comply with regulations, we also helped establish industry standards for environmental and safety methods.

See Section 4.1.3 MT2 Key Personnel Roles for corporate and employee certificates.

4.1.2 MT2 Key Experience

Austin Police Department Training Academy; Austin, TX: MT2 is contracted to provide monthly cleaning and lead abatement services at the APD firing range. Services include: thoroughly clean the 178-foot-long range, wall-to-wall, bullet traps, firing lanes, and weapon cleaning rooms/spaces, and the space behind the bullet traps; remove and install replacement filters; remove lead from the dust containment units (DCU); collect spent lead & brass; and dispose & recycle all spent lead and brass.



McAllen Police Department; McAllen, TX: MT2 was contracted to perform lead reclamation and recycling at the granular rubber trap range. MT2 performed a "full pull" removing all granular rubber from the trap for processing. MT2 supplied additional rubber to the trap, as well as applying fire retardant to the rubber during replacement to the trap; extra rubber was staged onsite for future use. MT2 personnel HEPA vacuumed the concrete pad surrounding the bullet trap and raked the grass perimeter to minimize rubber build buildup. MT2 managed the recycling



Exhibit "A"

SUBMITTAL: IFB NO. 19-011REBID SHOOTING RANGE CLEANING AND DISPOSAL

of recovered lead and waste disposal; this included providing the appropriate containers for transportation.

San Antonio Police Department Firing Range Lead Maintenance; San Antonio, TX: MT2 was contracted to provide firing range lead maintenance at the six (6) 10-lane outdoor granular rubber trap ranges at the San Antonio Police Department Training Ranges in San Antonio Texas. Project tasks included: lead bullets/bullet fragments were removed and separated from rubber media within trap/berm; additional rubber media was added, as needed; recovered lead bullets were containerized and shipped to an approved lead recycling facility; waste was properly disposed of offsite and the documentation provided to the PD.

4.1.3 MT2 Key Personnel Roles

Project Manager

Mr. Joseph Doyle will serve as MT2's Project Manager; providing oversight of all MT2 project activities, ensuring schedule and budget milestones are met as well as confirming project Quality Control. Mr. Doyle's responsibilities and duties as Project Manager include the following:

- Coordinating work of subcontractors, if applicable (MT2 does not anticipate utilizing subcontractors for this project)
- Performing contract management and administrative duties necessary to execute work in accordance with the contract documents
- Tracking and controlling schedule and associated costs to achieve completion of project within time and monies allocated
- Ensuring that qualified personnel are available to safely perform the work
 - Reporting to and interfacing with Client about progress and any necessary modifications of plans that are necessary
 - Supervising MT2 Site Supervisor, check on any reported difficulties, and correcting any safety violations or other reported deficiencies

Mr. Doyle has over 19 years' supervisory experience in the construction and environmental remediation industry including:

- Negative pressure enclosure construction and contaminant cleaning, abatement and removal
- Decommission and Demolition of residential/commercial buildings, boilers, piping and tanks
- Chemical and waste identification, DOT packaging, profiling, transportation and disposal.
- Development and interpretation of scale topographic, civil, architectural and mechanical drawings and maps
- Review, interpretation and implementation of federal, state and local laws and regulations.
- Application and acquisition of applicable regulatory permits and licenses required for all phases of projects
- Heavy metals work to include cleaning, encapsulation, excavation, treatment and disposal
- Effective liaison and interaction with work crews, vendors, contractors, regulators, property owners, and clients



Exhibit "A"

SUBMITTAL: IFB NO. 19-011REBID SHOOTING RANGE CLEANING AND DISPOSAL



Project Superintendents

Charles Fountain, Larry Smith, or Maurice Smith will serve as Project Superintendent and Onsite Safety Officer: duties and responsibilities as Site Supervisor will include the following:

- Managing onsite activities in accordance with the drawings, specifications and contract terms
- Coordinating and directing project activity of MT2 personnel, subcontractors, vendors and suppliers to prevent delay
- Inspecting work in progress to ensure that workmanship conforms to specifications and the adherence to project schedules
- Reporting on project activities to MT2 Project Manager

MT2's Site Superintendent will also serve as our onsite Quality Control (QC) Officer. These QC duties include the following:

- Responsible for observing and complying with all safety and project rules
- Maintain accurate logs; records; including detailed daily report
- Provide submittals in electronic and hard copy format
- Perform inspections and provide solutions for any potential deficiencies

Training certificates for all project personnel will be included in the site-specific Health & Safety Plan (HASP), which is included in the Work Plan.



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Exhibit "A"

**SUBMITTAL: IFB NO. 19-011REBID
SHOOTING RANGE CLEANING AND DISPOSAL**



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Exhibit "A"

**SUBMITTAL: IFB NO. 19-011REBID
SHOOTING RANGE CLEANING AND DISPOSAL**

5.0 ATTACHMENT C- SUBCONTRACTOR INFORMATION FORM

**SUBCONTRACTOR INFORMATION FORM
COMPLETE AND RETURN THIS FORM WITH THE SOLICITATION RESPONSE**

SOLICITATION NUMBER: IFB No. 19-011 REBID

RESPONDENT'S NAME: Metals Treatment Technologies, LLC **DATE:** 6/26/19

• **CIRCLE ONE - NO, I WILL NOT USE SUBCONTRACTORS ON THIS CONTRACT** **NO**

YES, I INTEND TO USE SUBCONTRACTORS ON THIS CONTRACT **YES**

~~If yes~~ complete the information below

- | | | |
|----|---|---|
| 1. | Subcontractor Name | <u>Republic Services</u> |
| | Name of Contact | <u>Mike Mallet</u> |
| | E-Mail Address | <u>mmallet@republicservices.com</u> |
| | Address | <u>18500 North Allied Way</u> |
| | City, State, Zip Code | <u>Phoenix, AZ 85084</u> |
| | Telephone Number | <u>(714) 505-5417</u> Fax Number: <u>(N/A) N/A</u> |
| | Describe work to be performed | <u>Transportation and Disposal, will utilize a Texas landfill</u> |
| | Percentage of contract work to be performed | <u>10 %</u> |
| 2. | Subcontractor Name | <u></u> |
| | Name of Contact | <u></u> |
| | Title of Contact | <u></u> |
| | E-Mail Address | <u></u> |
| | Address | <u></u> |
| | City, State, Zip Code | <u></u> |
| | Telephone Number | <u>()</u> Fax Number: <u>()</u> |
| | Describe work to be performed | <u></u> |
| | Percentage of contract work to be performed | <u>%</u> |

- *Add additional pages as needed*



6.0 MT2 ADDITIONAL PROJECT EXPERIENCE

USCG Galveston Sector Houston Galveston Range Lead Maintenance – Galveston, TX: MT2 was contracted by the US Coast Guard (USCG) to support in the mitigation of potential physical, occupational, and environmental hazards associated with high concentrations of lead in the training range berms; as well as achieving compliance with US EPA and NRA recommended firing range environmental Best Management Practices (BMPs). MT2 performed lead maintenance at the USCG Sector Houston Galveston SAFR: Range #1 Trap containing a bullet trap/berm with rubber media. The range is approximately 80 feet wide by 12 feet high. The major lead maintenance work tasks included 1) Lead bullets and bullet fragments were removed and separated from the rubber media within the trap; 2) Recovered lead bullets/bullet fragments were containerized and shipped to an approved lead recycling facility; and 3) MT2 replaced rubber media and provided additional rubber media as needed to the trap to a uniform depth per manufacturers recommendations.

Tejas Shooting Sports; Odessa, TX: MT2 was contracted to perform lead recovery / recycling and treatment of range waste & disposal as non-hazardous at the 7-lane firing range. MT2 recovered more than 16,000 lbs. of bullet/bullet fragments from the range.

Mission Ridge Range and Academy; San Antonio, TX: MT2 was contracted to perform lead recovery / recycling and treatment of range waste & disposal as non-hazardous at the four (4) bay facility. Lead maintenance at the bullet trap/berm with rubber media including: 1) Lead bullets and bullet fragments were removed and separated from the rubber media within the trap; 2) Recovered lead bullets/bullet fragments were containerized and shipped to an approved lead recycling facility; and 3) MT2 replaced rubber media to a uniform depth per manufacturers recommendations. MT2 has recovered more than 73,000 lbs. of bullet/bullet fragments from the range.



Georgia Bureau of Investigation; Decatur, GA: MT2 was contracted to perform a “full pull” service on the two-lane granular rubber trap range. Additional scope of work items included patching self-healing rubber mats, replacing when necessary; and treatment of waste for disposal as non-hazardous.

Shaw Air Force Base; South Carolina: MT2 was contracted to perform quarterly range cleaning and hazardous waste removal at the 20th Security Forces Squadron Combat Arms Weapons Firing Range at Shaw AFB, SC. Services performed include filter changes, remove/replace drums containing bullet residue from the trap, HEPA vacuuming the lead dust and debris from range floors and back side of the trap, and hazardous waste transportation/disposal.

City and County of Denver; Denver, CO: MT2 is contracted to perform bi-annual trap clean out of City's indoor range. The range is comprised of a rubber backstop bullet containment area and rubber media trap. The rubber is reinstalled, and the impact area groomed according to manufacturer's requirements. MT2 collects the separated bullet/bullet fragments and placed them in 55-gallon drums. Once filled, the drums are appropriately labeled and sealed for transport to a certified lead recycler. Additionally, MT2 performs berm maintenance (raking) every 6-8 weeks, as needed.



Exhibit "A"

SUBMITTAL: IFB NO. 19-011REBID SHOOTING RANGE CLEANING AND DISPOSAL

Pasadena Police Department, Pasadena, CA: The City of Pasadena Police Department operates an indoor shooting range consists of two bays, a 50-yard, two-lane rifle, and a 25-Yard, ten-lane pistol. Both ranges had a history of lead-based ammunition use. In late 2016 MT2 led a team that included the City, the range manufacturer, and other industry experts, to upgrade the range for modern use compliant with California and Federal rules and regulations. The City was faced with the expensive prospect of reconstructing a completely new range to meet their modern needs, as was seeking cost-effective, alternate solutions. Project goals included maximizing air flow through the range through the establishment of "air dams" above the baffles, cleaning the range to mitigate officer and employee exposure to lead dust within the range, and application of an epoxy-based sealant to range floors and walls as an additional measure to facilitate future cleaning and further mitigate risks associated with lead dust on an active firing range. Waste materials disposal utilized MT2's patented and proprietary ECOBOND® Technologies to ensure RCRA non-hazardous disposal of all generated waste, and to significantly reduce project costs. MT2 also provided a Best Management Practices (BMP) and maintenance plan for the city, allowing them to better budget their maintenance program.



Seattle Police Dept. N. Precinct Indoor Training Range Cleaning and Maintenance – Seattle, WA: MT2 completed bullet trap lead removal, recycling of lead bullets/bullet fragments, and removal/ replacement of ballistic granulated rubber media at the Seattle Police Department, North Precinct Police Training Range. MT2's project objectives were to support the Seattle Police Department in mitigating potential physical, occupational, and environmental hazards associated with high concentrations of lead in the range trap; as well as achieving compliance with US EPA and NRA recommended firing range environmental Best Management Practices (BMPs). MT2 range lead maintenance activities included: 1) Separate spent ammunition (lead bullets and bullet fragments) from rubber used in the backstop of the 4-lane firing range, 2) Containerize recovered bullets/bullet fragments for proper recycling, 3) Remove, separate and replace ballistic rubber to the trap to allow for continued use, and 4) Containerize, transport and dispose of wastes created as a result of the operation (e.g. PPE).

Riverside County Sheriff's Office; Riverside, CA: MT2 was contracted for lead & brass mining and recycling services at the Ben Clark Training Center's five (5) bay – 10 lanes each, granular rubber trap range. Additional scope of work items include: removing trash and debris from the rubber; adding clear fire retardant to the rubber; hazardous waste disposal. Service is performed as both "full pull" and "partial pull." Work is performed in compliance with applicable EPA, OSHA, State, Federal and local regulations.



Stockton Police Department; Stockton, CA: MT2 provided personnel and equipment to remove lead bullets and fragments from the rubber backstop berm. MT2 containerized separated lead bullets/bullet fragments and shot in appropriate shipping containers. MT2 labelled the sealed containers for transport. MT2 coordinated the shipping of containerized recovered lead to a licensed lead recycler. All processed material was placed back on the range berm and restored to pre-work conditions. Upon completion of the lead recovery, a general cleanup of the site was performed, trash was disposed of as sanitary waste, equipment that contacted contaminated rubbers was decontaminated prior to release. PPE and other such lead contaminated materials, were placed in appropriately labelled bags and staged onsite until pick-up was completed.

Exhibit "A"

*SUBMITTAL: IFB NO. 19-011REBID
SHOOTING RANGE CLEANING AND DISPOSAL*

7.0 APPENDIX



Exhibit "A"

**SUBMITTAL: IFB NO. 19-011REBID
SHOOTING RANGE CLEANING AND DISPOSAL**

7.1 Additional Certificates & Licenses

Colorado



Exhibit "A"

SUBMITTAL: IFB NO. 19-011REBID
SHOOTING RANGE CLEANING AND DISPOSAL

North Dakota



Connecticut

Dear METALS TREATMENT TECHNOLOGIES LLC,

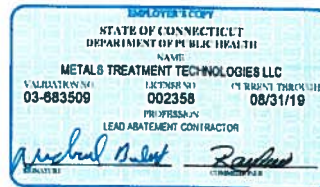
Attached you will find your validated license for the coming year. Should you have any questions about your license renewal, please do not hesitate to write or call.

Department of Public Health
P.O. Box 340308
M.S.#12MQA
Hartford, CT 06134-0308

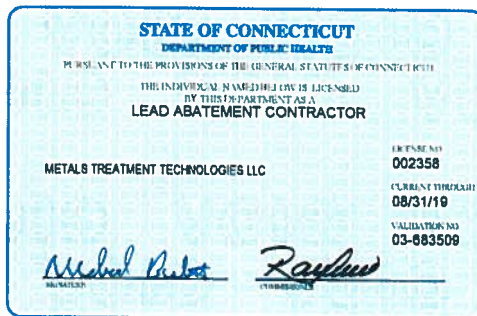
(860) 509-7603
oplc.dph@ct.gov
www.ct.gov/dph/licenses

Sincerely,

RAUL PINO, MD, MPH, COMMISSIONER
DEPARTMENT OF PUBLIC HEALTH



INSTRUCTIONS:
1. Detach and sign each of the cards on this form.
2. Display the large card in a prominent place in your office or place of business.
3. The wallet card is for you to carry on your person. If you do not wish to carry the wallet card, place it in a secure place.
4. The employer's copy is for the person who must demonstrate current licensure/certification in order to obtain employment or privileges. The employer's card is to be presented to the employer and kept in their file as part of your personnel file. Check your copy of this card can be requested by you.



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Exhibit "A"

**SUBMITTAL: IFB NO. 19-011REBID
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Oregon



Exhibit "A"



ADDENDUM CITY OF ROUND ROCK, TEXAS

Solicitation: IFB 19-011REBID

Addendum No: 1

Date of Addendum: 6/19/19

This addendum is to answer the following questions to the above referenced solicitation:

I. **Questions:**

- Q1. Referring to Part I, Item 8.H. Evaluation Factors (*proof of lead awareness and abatement training*), and Attachment A- Item 1.6 (*current, dated hazmat or environmental cleaning license*)" are you referring to training as defined in 29 CFR 1910.120? If so, this would be a personal, not corporate, training certificate with the most recent refresher certificate.
- A1. **Proof of personal lead awareness and abatement training for each individual assigned to this contract is required. This will be evaluated.**
- Q2. Please clarify the intent of the Conex box. Is it as a staging site for materials prior to disposal? Please clarify who is responsible for the disposal cost. Should Contractor provide an annual total for the disposal costs or include within each line item based on percentage of quantities generated by each line item?
- A2. **The Vendor is responsible for providing a Conex type container as well as removal and replacement of the container when full of staged materials. Pricing for the container and disposal along with any other overhead/administrative charges not specifically listed on the bid sheet should be calculated into the bid line items.**

II. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

APPROVED BY:


Oscar Wise, Purchaser
Purchasing Office, 512-218-5456

June 19, 2019

By the signature affixed below this addendum is hereby incorporated into and made a part of the above referenced solicitation.

ACKNOWLEDGED BY:

James M Barthel, CEO
Name


Authorized Signature

6/25/19
Date

RETURN ONE SIGNED COPY OF THIS ADDENDUM TO THE PURCHASING OFFICE WITH YOUR SEALED PROPOSAL. FAILURE TO DO SO MAY AUTOMATICALLY DISQUALIFY YOUR RESPONSE FROM CONSIDERATION FOR AWARD.

IN WITNESS WHEREOF, City and Services Provider have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____


Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

Metals Treatment Technologies, LLC

By:  _____
Printed Name: James M Barthel
Title: CEO
Date Signed: 11/4/19