

AggrePlex™

Request for Proposals (RFP) for EPD Development and Verification Consultant for Concrete Manufacturing

AggrePlex™ is a waste-to-value company seeking to develop pozzolanic materials that benefit from our unique micronization and air-classification technology, transforming low-value waste streams into technical, functional, high-performance raw materials that lower CO2 emissions and increase concrete performance. AggrePlex™ is applying to the Reducing Embodied Greenhouse Gas Emissions for Construction Materials and Products grant program through the U.S. Department of Environmental Protection (EPA). More information on this Federally-funded opportunity may be found here:

<https://www.grants.gov/web/grants/view-opportunity.html?oppld=350373>.

Through this Request for Proposals (RFP), AggrePlex™ is seeking a consulting firm experienced with the development and verification of Environmental Product Declarations (EPDs) for concrete manufacturing to assist with the following:

- The development of the technical and budget response for the federal financial assistance (grant/cooperative agreement) application.
- If AggrePlex™ receives an award through this opportunity, the selected contractor will work with AggrePlex™ through a vendor contract to develop and verify EPDs, including the development of the in-depth Life Cycle Assessment (LCA) that complies with the ISO 14040 series, as well as other tasks necessary to complete the project under the categories ultimately applied for under the program.

As AggrePlex™ will rely heavily on the experience and expertise of the selected consulting firm, AggrePlex™ prefers that the consulting firm chosen to be on the list of the National Ready Mixed Concrete Association's (NRMCA) Verified LCA Consultants. **However, AggrePlex™ encourages all firms with the qualifications and experience to respond to this RFP, including small, women-owned, minority, and veteran-owned businesses.**

We encourage all respondents to this opportunity to become familiar with the program's requirements at the link identified above. While there are five broad categories that the EPA will fund under the program, AggrePlex™ will focus its efforts on the following three categories:

- **Robust Product Category Rule (PCR) Standard Development, PCRs, and Associated Conformity Assessment Systems:** Projects that encourage the development of robust, standardized PCRs, including identifying what data needs to be collected for EPDs, how that data should be collected, how it should be reported in EPDs, and what transparency and verification needs to be in place to ensure credible EPDs.

- **Robust Tools & Resources to Support & Incentivize Development and Verification of EPDs:** Projects that contribute to developing tools and resources to make it easier, faster, and more cost-effective to produce and disclose robust EPDs.

- **EPD Development and Verification:** Projects that offer construction material and product manufacturers' assistance in producing robust EPDs or in which a construction material or

product manufacturer is producing robust EPDs.

RFP Submission Guidelines

One electronic proposal shall be submitted via email to AggrePlex LLC at tony@aggreplexus.com. The submitted proposal must be electronically signed by a company official authorized to make a legal and binding offer. Any bid may be withdrawn at any time before the due date with a written request signed by the authorized respondent representative. Revised proposals may be submitted up to the original due date/time. Bid proposals shall remain valid for 60 days after the RFP due date. Any questions regarding this RFP should be directed to Anthony M. Cialone at tony@aggreplexus.com. Questions must be received no later than November 29 to be guaranteed a response before the proposal's due date.

Selection Process

Depending on the number and quality of the proposals received, AggrePlex™ reserves the right to either not select or select a vendor. The successful respondent will align on a formal agreement with AggrePlex™ based on the required provisions of the Federal award and the respondent's terms and conditions.

Proposal Requirements

General Format

One electronic proposal, electronically signed by a company official authorized to do so, shall be provided via email to tony.aggreplexus.com no later than November 29. Proposals received after this time will be returned to the respondent unopened. Respondents are encouraged to use the format below.

Proposal Components

Please include the following sections in your proposal submittal in the following order.

- **Cover Letter:** The cover letter must be addressed to Anthony M. Cialone, President & CEO, AggrePlex LLC, and signed by a legally authorized representative of the respondent. It must summarize key provisions of the proposal and must include the respondent's contact's name, address, phone number, and email. Specify if the proposal consists of any of the proposer's trade secrets that must be shielded if the proposal is subject to the Freedom of Information Act (FOIA) or other disclosure requirements.
- **Executive Summary:** Include key provisions of the proposal, including an understanding of project goals, the respondent's role in the project, a brief description of the proposed methodology, relevant experience, and key timeline dates.
- **Price Proposal:** Please provide hourly rates and other pricing information that will assist AggrePlex™ in deciding on fair pricing for the services offered. Pricing will not be a major factor in determining the selected vendor. Still, pricing may be a factor in deciding on a vendor if two or more vendors are equally qualified to carry out the project.
- **References:** Provide a maximum of [3] project references for similar projects, including the contact person's name, email address, telephone number, and organization, as well as the nature of work performed.

- Litigation: Indicate whether the Proposer, any team member, or any corporate officers have been party to any lawsuit involving the performance of any projects in the last five (5) years, and provide a summary of the issues and lawsuit status.
- Project Team: Organization chart and bios (length of time with firm, key projects, work history) of key team members and subcontractors and their capability to perform work. Please only profile individuals who will be working directly on this project. Identify the project manager.
- Proposed Schedule – The preaward portion of this project is on a tight timeline, with the grant application due to the EPA by January 2024. A contractor is anticipated to be selected by December 26th, 2023. Please indicate on the proposed schedule steps you will take to assist AggrePlex™ with meeting this timeline. For the post-award portion of this project, please indicate proposed timelines for typical tasks associated with carrying out this project. AggrePlex™ understands that timelines and schedules may change, and AggrePlex™ will negotiate final timelines if the application to the EPA is successful. Please be advised that the post-award phase of the work will only proceed if AggrePlex™ receives an award from the EPA.
- (Optional) Additional Information – If the Proposer believes that additional information that is not covered in the above sections must be included in their bid, it can be included in this section.
- Signed Anti-lobbying and Suspension and Debarment Certifications included at the end of this document.

Proposal Evaluation

AggrePlex™ will evaluate proposals according to the evaluation criteria below. Points will be awarded based on the relative merit of the information provided in the response to the solicitation. Selection will be based on the total points awarded by the evaluation committee. It will result in a proposal for contract negotiation—AggrePlex™ no awards as a result of this solicitation.

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| • Proposal Cost Effectiveness] | 10 points |
| • Technical Approach/ Implementation Schedule | 20 points |
| • Proposer Qualifications/Project Experience] | 40 points |
| • Proposer’s Project team members experience | 30 points |

AggrePlex™ reserves the right to seek supplemental information from any respondent after the official proposal opening and before the award. This will be limited to clarification or more detail on information included in the original proposal. Upon acceptance of a proposal and intent to award, the successful respondent will be required to execute and return all the necessary project documents and certificates of insurance within five (5) days from the Notice of Award. Should the selected firm fail or refuse to execute the project documents, AggrePlex™ reserves the right to accept the following best proposal.

Insurance requirements will be negotiated with the selected respondent. Required Federal contract provisions are included at the end of this document.

Byrd Anti-Lobbying Amendment Certification

44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," by its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of the fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each failure.

At this moment, the Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, applies to this certification and disclosure, if any.

Name of Contractor:

Signature of Authorized Official:

Name and Title of Contractor's Authorized Official:

Date:

FEDERAL DEBARMENT OR SUSPENSION CERTIFICATION FORM

Non-Federal entities are prohibited from contracting with or making sub-awards under covered Federally funded projects to parties suspended or debarred or whose principals are suspended or debarred.

Covered transactions include procurement of goods or services equal to or over \$100,000. Vendors receiving individual awards of \$100,000 or more and all sub-recipients must certify that the organization and its principals are not suspended or debarred.

By submitting this offer and signing this certificate, this bidder/proposer:

(1) Certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency.

Firm's Name:

Address:

City/State/Zip:

Telephone:

Authorized Company Official's Name:

(Typed or printed)

Title of Authorized Representative:

(Typed or printed)

Signature of Authorized Company Official:

Date Signed:

Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

TITLE 2 – GRANTS AND AGREEMENTS PART 200, APPENDIX II

Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Appendix II to Part 200, Title 2 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards <https://www.govinfo.gov/content/pkg/CFR-2021-title2-vol1/pdf/CFR-2021-title2-vol1-part200.pdf>

If applicable, contractors shall comply with the following federal guidelines by the most recently published version of Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. The definition of a “non-Federal entity” in this section shall mean AggrePlex™.

1. Termination for Cause and Convenience

a. AggrePlex™ reserves the right to cancel this Contract, without cause, by giving thirty (30) days' notice to the contractor of the intent to cancel, or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. This Agreement shall be automatically terminated if the awarding agency discontinues funds under the federal award number for any reason. Such termination shall take effect upon receipt of written notice. If there is a need to settle on an early termination, partial payment up to the termination date would be determined by incurrence of allowable cost, by completion of task, by percent of time completed up to the settlement, or some other method as defined by AggrePlex™ upon review of the contractor's records.

a. Failure of the contractor to comply with any of the provisions of this contract shall be considered a material breach of contract. It shall be cause for immediate termination of the contract at the discretion of AggrePlex™.

b. In addition to all other legal remedies available to AggrePlex™, AggrePlex™ reserves the right to cancel and obtain from another source any services that have not been provided within the period stated in the proposal, or if no such time is stated, within a reasonable period from the date of order or request, as determined by AggrePlex™.

2. Equal Employment Opportunity – Contractor shall comply with 41 CFR 60–1.4(b)

a. During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post

notices to be provided in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the Secretary of Labor's rules, regulations, and relevant orders.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor or under it, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with this contract's nondiscrimination clauses or any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part. The contractor may be declared ineligible for further Government contracts or federally assisted construction contracts by procedures authorized in Executive Order 11246 of September 24, 1965. Such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, by the Secretary of Labor's rule, regulation, or order or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued under section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action concerning any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

3. Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

4. Clean Air Act: Contracts over \$150,000 shall comply with the following related to the Clean Air Act

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued under the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

b. The contractor agrees to report each violation to MidAmerican Energy and understands and agrees that MidAmerican Energy will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance funding.

5. Federal Water Pollution Control Act: Contracts over \$150,000 shall comply with the following related to the Federal Water Pollution Control Act

a. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

b. The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

c. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

6. Debarment and Suspension (Executive Orders 12549 and 12689)

a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. A contract award (per 2 CFR 180.220) shall not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part

1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies and parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

c. The contractor must comply with 2 C.F.R. pt. 180, subpart C, and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

d. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and debarment.

e. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower-tier covered transactions.

7. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended)

a. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

8. Prohibition on certain telecommunications and video surveillance services or equipment (§ 200.216)

a. Recipients and sub-recipients are prohibited from obligating or expending loan or grant funds to:

i. Procure or obtain;

ii. Extend or renew a contract to procure, obtain, or

iii. Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(1) For public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(2) Telecommunications or video surveillance services provided by such entities or using such equipment.

(3) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

b. In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions, and organizations as reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

c. See Public Law 115-232, section 889 for additional information.

d. See also § 200.471.

9. Domestic preferences for procurements (§ 200.322)

a. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, including all contracts and purchase orders for work or products under this award.

b. For purposes of this section:

i. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

ii. “Manufactured products” means items and construction materials composed in whole or part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, optical fiber; and lumber.