

Submittal

Private Property Structural Debris and Hazard Tree Removal Operations

Solicitation No: 7301-22

Due Date: 01 February 2022

Prepared for:



Boulder County Purchasing
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Offeror:



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LIST OF ACRONYMS

ACM	Asbestos Containing Material	CQCSM	Corporate Quality Control System Manager
ADMS	Automated Debris Management System	CQM	Construction Quality Management
AHA	Activity Hazard Analyses	CSWB	California State Water Board
Anders	Anders Environmental	CWA	Clean Water Act
APN	Assessor Parcel Number	DART	Days Away, Restricted, or Transferred
APP	Accident Prevention Plan	DMS	Debris Management Services
BMP	Best Management Practices	DMS	Debris Management Site
C&D	Construction and Demolition	DMV	Department of Motor Vehicles
CAA	Clean Air Act	DoD	Department of Defense
CABI	Certified Asbestos Building Inspector	DOT	Department of Transportation
CABI	Certified Asbestos Building Inspector	DROP	Debris Removal Operations Plan
CAC	Certified Asbestos Consultants	DTSC	Department of Toxic Substances Control
California Air Resources Board	CAARB	ECC	ECC Constructors LLC
CalOES	California Governor's Office of Emergency Services	EDD	Electronic Data Deliverables
CalRecycle	California Department of Resources, Recycling, and Recovery	ES&H	Environmental Health and Safety
CDPHE	Colorado Department of Public Health and the Environment	ESQ	Environmental Safety and Quality
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act	FAR	Federal Acquisition Regulation
CFC	Chlorofluorocarbon	FEMA	Federal Emergency Management Agency
CHMM	Certified Hazardous Materials Manager	FHR	Final Homeowner Report
CIH	Certified Industrial Hygienist	GIS	Geographic Information System
CMU	Concrete Masonry Unit	GPS	Geographic Positioning System
CMWP	Corrective Measures Work Plan	GSA	General Services Administration
COR	Contracting Officer's Representative	H&S	Health and Safety
COVID-19	Coronavirus Disease	HDPE	High Density Poly Ethylene
CPARS	Contractor Performance Assessment Reporting System	HHW	Hazardous Household Waste
CQC	Contractor Quality Control	HTRW	Hazardous, Toxic, and Radioactive Waste
		IA	Investigation Area
		IAW	In Accordance With
		IDIQ	Indefinite Delivery/Indefinite Quantity



IT	Information Technology	QA	Quality Assurance
Mph	Miles per Hour	QC	Quality Control
MSHA	Mine Safety and Health Administration	RACM	Regulated Asbestos Containing Material
NCP	National Contingency Plan	RCRA	Resource Conservation and Recovery Act
NEPA	National Environmental Policy Act	RDC	Resource Conservation Division
NESHAP	National Emission Standards for Hazardous Air Pollutants	RFP	Request for Proposal
NFPA	National Fire Protection Agency	ROE	Right of Entry
NIOSH	National Institute for Occupational Safety and Health	ROW	Right of Way
NPDES	National Pollutant Discharge Elimination System	ROW	Right of Way
NPL	National Priorities List	RWQCB	Regional Water Quality Control Boards
NRCS	National Resources Conservation Service	SARA	Superfund Amendments and Reauthorization Act
NSC	National Safety Council	SATOC	Single Award Task Order Contract
NTP	Notice to Proceed	SHPO	State Historic Preservation Officer
O&M	Operations and Maintenance	SME	Subject matter Experts
ODOT	Oregon Department of Transportation	SOP	Standard Operating Procedures
OEM	Office of Environmental Management	SOW	Scope of Work
OSHA	Occupational Safety and Health Administration	SWMP	Stormwater Management Plan
PERA	Public Employee's Retirement Association	T&D	Transportation and Disposal
PgM	Program Manager	TDSR	Total Debris Storage and Reduction Site
PM	Project Manager	TO	Task orders
POC	Point of Contact	TSCA	Toxic Substance Control Act
POP	Period of Performance	USACE	United States Army Corps of Engineers
PPDR	Private Property Debris Removal	USEPA	US Environmental Protection Agency
PPE	Personal Protective Equipment	VIN	Vehicle Identification Number
PPQ	Past Performance Questionnaire		
PV	Photo Voltaic		
Q&A	Questions and Answers		
QA	Quality Assurance		



SUBMITTAL CHECKLIST

INCLUDED	ITEM	ECC Proposal Section
X	Name and Address of the Partners and Subcontractors if applicable	2.0 Name and Addresses of Partners and Subcontractors
X	A detailed project schedule with a completed rate sheet	3.0 Project Schedule 4.0 Rate Sheet
X	Information on the relevant experience of key personnel	5.0 Relevant Experience of Key Personnel
X	State your compliance with the Terms and Conditions in the Sample Contract contained in this BID. Specifically list any deviations and provide justification for each deviation.	6.0 Terms and Conditions
X	Submit three references for similar projects your company has completed within the last three years and contact information	7.0 References and Similar Projects 7.1 Three References 7.2 Similar Projects
X	Sample Contract Exceptions and Additional Terms	8.0 Contract Exceptions and Additional Terms
X	Insurance Certificate	9.0 Insurance Certificate
X	Bid Bond	10.0 Bid Bond
X	W-9	11.0 W-9, SAM.GOV and DUNS
X	Signature Page	12.0 Signature Page
X	Addendum Acknowledgement(s) (If Applicable)	13.0 Addendum Acknowledgements



SUBMITTAL RESPONSE

1.0 Introduction

ECC Constructors LLC (ECC), located in Lakewood, CO, is a wholly owned subsidiary of Environmental Chemical Corporation, with the mission to support our state and Federal clients on environmental restoration and remediation, emergency response and recovery, and construction programs.

Highlights of our structural debris and hazard tree removal work, which was governed by Federal Emergency Management Agency (FEMA) public assistance funding resulting in maximum reimbursement for the state and counties impacted, includes the following:

- 2021-2022 California Department of Resources, Recycling, and Recovery (CalRecycle), Caldor Fire, 772 properties
- 2019-2020 CalRecycle, Camp Fire, 4,848 parcels
- 2019 CalRecycle, Woolsey Hill Fire, 929 properties
- 2018-2019 CalRecycle, CarrFire, 1,043 residences
- 2018, California Governor's Office of Emergency Services CalOES, Northern California Wildfires, 925 residences
- 2017-2018, US Army Corps of Engineers (USACE), Northern California Wildfires, 1,172 residences
- 2017-2018, USACE, Sonoma County, 2,978 residences

ECC has executed over \$1.37 Billion in disaster assessment; characterization of hazardous and disaster-generated wastes; right-of-way clearance; and debris removal, hauling, transportation and disposal services just since 2017 on five Presidentially Declared Wildfire Disasters. In addition, we've executed over \$937M in disaster cleanup work for USACE worldwide since 1998.

With over 350 industry professionals in Colorado and across the country, more than fifty percent are trained and experienced in disaster and contingency response and have been working together on fire debris projects since 2017. This assures Boulder County that we deliver rapid, high quality, safe, and cost-effective solutions.

ECC Provides Successful Past Performance on Fire Debris Cleanup Projects Ensuring Boulder County a Low-Risk Contractor

- **Recent and Relevant Fire Debris Expertise** – ECC has completed over \$1.37B in fire recovery work since 2017 for FEMA, clearing over 12,667 properties, ensuring Boulder County an experienced and low risk contractor with no learning curve
- **Successful Local Contractor** – ECC has been in Lakewood for over 30 years and has performed 173 projects in Colorado, ensuring our knowledge and understanding of CDPHE, USEPA Region 8, and Tri-County health rules and regulations; a substantial percentage of the key personnel are within 30 minutes of Boulder County ensuring rapid response time
- **Key Team Partner Anders Environmental is a Successful Boulder County Contractor** – Anders is located in Boulder and has supported debris cleanup work on 16 projects for Boulder County, providing institutional knowledge on how to work effectively with the county, no learning curve, and familiarity with County administration
- **Fully-integrated Management Team** – provides in-depth knowledge of hazard tree and debris removal operations within private and public Right of Ways
- **Efficient and Compliant Debris and Tree Removal Practices** – Ensures expertise in managing permitting, site access, tree removal, temporary facilities, waste management, traffic control, safety, and data management activities

ECC has an active Construction Contractors licensed issued by Colorado Secretary of State (License# 20221033994), and a Boulder County Resource Conservation Division Hauler License (License #128) and over 150 staff who are experienced in performing the services required on this contract demonstrates ECC has the experience, resources, and ability to execute the entire debris removal operations successfully and safely across all three operations. Our approach to this project and a schedule is provided in *Section 3.0 Project Schedule*.

Our Colorado office is located at 1746 Cole Boulevard, Building 21, Suite 350, Lakewood, CO. This office is the center of excellence for our fire debris work and includes 45 staff members, 20 with wildfire experience, as well as human resources, contracting, corporate communication, and information technology (IT). We have direct community involvement and connection to



Louisville, Superior, and Boulder as some of our Lakewood staff resides in these neighborhoods.

ECC's successful debris removal capabilities, led by our responsive and experienced management and field organization, discussed further in *Section 5.0 Relevant Experience of Key Personnel*, produces a highly scalable response by core resources, with the expertise to meet the needs of performing all three operational areas simultaneously. **Figure 1** showcases the wide range of expedited and emergency response structural debris and hazard tree debris removal operations that ECC have completed.

Presented in *Section 7.0 References and Similar Projects* are 10 of our qualifying projects that represent our relevant experience performing public profile and community sensitive projects involving fire debris removal with public agencies. This experience demonstrates over \$1.422 Billion in completed fire recovery work for state and federal agencies where we've cleared over 12,000 residential, commercial, and publicly owned properties, ensuring Boulder County a low-risk contractor.

Local Key Team Partner Anders

Environmental (Anders) – a local company founded in Boulder, Colorado, provides technical and operational expertise to support this contract.

They provided disaster recovery crews to remove HTRW and Regulated Asbestos Containing Materials (RACM) contaminated debris from rights-of-way and other public properties and emergency road clearance crews.

Anders is managed by Luke Matzke, our proposed operations manager (**Resume 2**), Anders is supporting ECC on fire cleanup projects in California and Oregon. For the Camp Fire response in Paradise, California, Anders supplied 55 crews of similar make-up to the crews needed for the Boulder response.

Anders is a trusted ECC subcontractor and being a Boulder based company brings additional value to this project. Mr. Matske previously served as a construction services manager for multiple Boulder County clients implementing the \$13M NRCS-funded emergency stream restoration projects. He successfully restored 24 stream reaches, supervised 10 to 15 construction managers who directed eight contractors, and supervised eight to 12 debris inspectors with a total of 25 to 30 contractors conducting hazardous debris removal in Boulder County for FEMA.

The remainder of our partners and subcontractors supporting this contract are identified in the next *Section 2.0 Name and Addresses of Partners and Subcontractors* on the next page.

Figure 1. ECC Fire Debris Removal Experience

Event	Client	Contract Value	Burned Parcels Remediated by ECC
Camp Fire Debris Removal, Butte County, CA (Project 1)	CalRecycle	\$550M	4,848
Fire Debris Removal/ Recovery, Woolsey and Hill Fires, CA (Project 2)	CalRecycle	\$132M	929
Carr Fire Debris Removal, Shasta County, CA (Project 3)	CalRecycle	\$106M	1,043
Fire Debris Removal & Hazard Tree Removal, Caldor Fire, El Dorado, Placer, Nevada, and Alpine County, CA (Project 4)	CalRecycle	\$70M	772
2017 Wildfire Debris Removal, Sonoma, Napa, and Mendocino, CA (Project 5)	CalOES	\$200M	925
Lake, Mendocino, and Napa Debris Cleanup, CA, TO 024 (Project 6)	USACE	\$38M	599
Sonoma County Debris Removal, CA, TO 016 (Project 7)	USACE	\$92M	1,357
Sonoma County Debris Removal, CA, TO 34 (Project 7)	USACE	\$22M	1,018
Sonoma County Debris Removal, CA, TO 50 (Project 7)	USACE	\$72M	530
Sonoma County Debris Removal, CA, TO 78 (Project 7)	USACE	\$3M	73
Lake, Mendocino, and Napa Debris Cleanup, CA, TO 010 (Project 8)	USACE	\$85M	573
TOTALS	11 Fire Debris Projects	\$1.37B	12,667



2.0 Name and Address of Partners and Subcontractors

Figure 2 provides a summary of the Denver-based partners and subcontractors expected to support ECC on this debris and tree removal operations, including the name and address.

Figure 2. Partners and Subcontractors

Partner/ Subcontractor Name	Scope of Work	Address	# Personnel	# Crews	Equipment
Carlyle Investment Group Kyle C. Baber, Managing Partner	▪ Asbestos Abatement	6701 N. County Rd 15 Ft. Collins, CO 80524 Ph: 970-765 6576	30	5	5 – Excavator 5 – Loader/Skid Steer 5 – End Dumps 5 – Water Truck / Hydroseeder
Carlyle Investment Group Kyle C. Baber, Managing Partner	▪ Debris Removal ▪ Tree Removal	6701 N. County Rd 15 Ft. Collins, CO 80524 Ph: 970-765 6576	15	5	5 – Excavator 2- End Dumps
Root Tree Services Brendan Zarnoch, Operation Manager	▪ Tree Removal	7740 S. Dexter Ct. Centennial, CO 80122 Ph: 720-648 5051	12	4	4 – Excavator 4 – Bucket truck /small power tools 4 – skid steer
Integrity Traffic Steve Archer, Director Field Operations	▪ Traffic Control	7563 Dahlia St Commerce City, CO 80022 Ph: 720-534-8250	15	5	5 – Trucks with miscellaneous signs and devices
Anders Environmental, LLC Luke Matzke, Managing Partner	▪ Debris Removal ▪ Tree Removal	625 Pearl St Boulder, CO 80401 Ph: 303-817 6970	32	8	8 – Excavator 8 – Loader/Skid Steer 40 – Side Dump 16 – Traffic Control
Frontier Environmental Services Brent Scarborough, Managing Partner	▪ Debris Removal ▪ Tree Removal	5350 Vivian Street, Unit B Arvada, CO 80002 Ph: 303-234 9350	28	7	7 – Excavator 7 – Loader/Skid Steer 35 – Side Dump 14 – Traffic Control



3.0 Project Schedule

3.1 Schedule Introduction/Technical Approach

Large-scale natural disaster cleanup is a core competency of ECC. Since 2017 alone, ECC has completed over \$1.37 billion of wildfire cleanup on seven Presidentially Declared Wildfire disasters in northern and southern California. This work involved segregation of ash and debris from metal and concrete; removal of segregated materials from over 12,667 properties; and returning a clean property to each homeowner. Our breadth of capabilities performing similar work enhances our response to this mission in Colorado.

ECC is fully prepared to execute all three Operations Areas concurrently. Presented in *Section 7.2 Similar Projects*, ECC performed debris removal and recovery on both the Camp Fire (**Project 1**) and the Woolsey/Hills Fire (**Project 2**) for CalRecycle concurrently. Located about 485 miles apart, ECC cleared over 5,000 properties within 12 months. Our operational approach incorporates the successful execution approach and lessons learned on these California projects, while accounting for the unique features of each operation area.

It is estimated that there will be up to six ash/debris crews in Operation 1, 10 ash/debris crews in Operation 2, and 15 ash/debris crews in Operation 3.

On the 2017 NorCal Wildfires response, ECC started with 25 crews and reached a peak of over 200 crews across four counties. Additional crews will be added within 5 days of receiving direction from the RDC.

Schedule. ECC's Gantt-chart schedule (*Section 3.2 Project Schedule, Figure 4*) follows this written approach. ECC proposes a six-day a week (Monday to Saturday), 10 hours a day work schedule. Based on our previous fire debris projects experience, this weekly schedule keeps work momentum going and productivity at its maximum. ECC performs a safety standdown every fifth week on Saturdays to give all personnel two days to recharge. For safety reasons, all field work is performed during daylight hours.

ECC's Comprehensive Approach to Accomplish the Scope of Work and Ensure Low Risk

- **Rapid Project Launch** – Our tailored approach is built on our field reconnaissance as well as best practices adopted by our highly qualified management team over 25 years leading to faster implementation of the team and starting the work faster
- **Tailored and Compliant Systems** – Having completed over 15 disaster missions under Federal and State ICS protocols, our systems are specifically designed to meet the reporting, tracking, accounting, and compliance requirements for project success
- **FEMA Experienced Contractor** – Our in-depth knowledge built on over a dozen disaster recovery missions ensures we meet FEMA requirements, expectations, and protocols maximum reimbursement for counties and the State
- **Committed Resources** – We have the local staff and all necessary equipment and subcontractors to safely plan and perform ash/debris and hazard tree removal in the affected Operational Areas. Our Team is sensitive to impacted residents and the mission critical nature of the project resulting in safe, expedited and community focused debris / tree removal operations.

Data Capture. ECC uses an internally developed mobile app to track everything from debris type, nature, source, type, volume, as well as transporter, disposal, or recycling location as needed. It can be customized for the specific project needs. Our in-field data logging doesn't prevent transcription errors made by the third-party consultant; however, our data assists with resolving these issues and is easily transferrable to appropriate forms, reports, facilitation reporting, invoicing, and project performance documentation. **Figure 3** on the next page provides an example data capture screen.

3.1.1 Operational Areas Unique Characteristics

This project is composed of three Operational Areas. This is similar in size and complexity to the Carr Fire (**Project 3**) in Redding, CA, and Woolsey Fire (**Project 2**) in Malibu, both of which ECC completed in 2019, and the Caldor and River Fires east of Sacramento in 2021 to 2022 (**Project 4**). To develop our approach, ECC conducted significant reconnaissance and research about each Operational Area, including the unique characteristics of this contract.

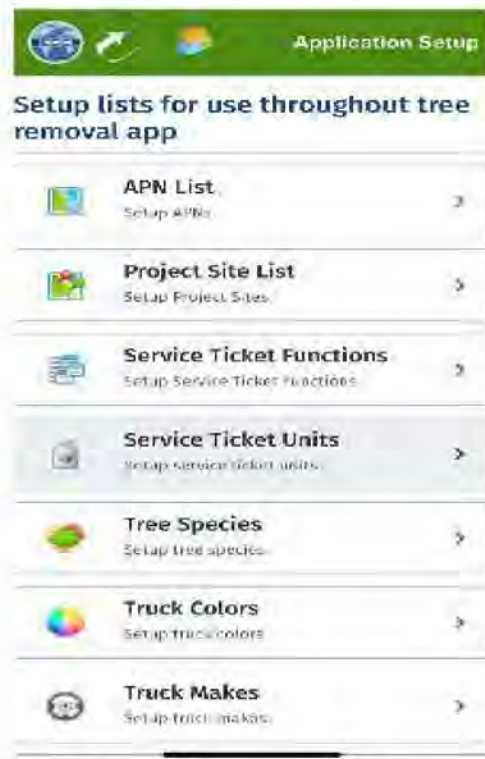


Figure 3. Data Capture

Endangered Species. Endangered or threatened species like the Burrowing Owl are found in Boulder County. While the specific locations of these habitats and nests are not public knowledge, ECC coordinates with Resource Conservation Division (RDC) to schedule any hazard tree or debris removals in those areas prior to their nesting window in late March through early August. Endangered plants may also be a concern in the Spring, especially in Operation Area 1.

Cultural Resources. ECC has contracted and worked with archaeologists and local tribal monitors on prior debris missions. We understand the important role these two groups play and while they each have different objectives, the preservation of known and previously undiscovered cultural resources, artifacts and other historical sites is the main goal during this project. All debris and tree removal crews go through a brief cultural resources awareness training prior to starting work.

ECC works with the Monitoring Contract's archaeologists and Colorado State Historic Preservation Officer (SHPO) to ensure known cultural sites within are flagged, marked, and fenced prior to any work in that area. Our experienced field supervisory staff is well-versed in working with these best management practices (BMP) and the proper respect that is needed.

Our experienced field supervisory staff is well-versed in working with these BMPs and the proper respect that is needed. While there are no identified areas of Tribal interest in Boulder County based on information available to ECC, if Tribal areas are identified, ECC applies our direct experience working with Tribal Monitors on recent wildfires response efforts and will cooperate and coordinate with their representatives.

Structural Debris. ECC takes special care when clearing these properties as they are in active residential areas with pedestrian, public, and commercial vehicular traffic, as well as other ongoing clearing and reconstruction work activities unrelated to this mission.

Traffic Volumes. The primary roadway associated with the Marshall Fire is Highway 36 is a majority artery to get to Boulder and is often backed up with traffic. Access to all areas is generally good, but careful traffic control within the neighborhoods and local thoroughfares that feed into Highway 36 is required due to high traffic access points from side roads that feed into the highway. ECC has alternate routes planned for trucks going to landfill facilities that take traffic on HWY 36, I-70 and I-470 into account. During the winter months, roads are hazardous due to periodic snow and ice.

Weather. A variety of weather conditions are encountered, including rain and possible snow and freezing conditions. While we have selected equipment for work during these conditions, we do expect there is some lost time due to weather.

High wind conditions can affect our work and the hauling material to Front Range Landfill. When winds are sustained at 20 mph or 40 mph gusts, ECC may suspend operations. If the winds only affect the Front Range Landfill, ECC coordinates directly with that facility and has the ability to reroute trucks to in real time if that landfill has to stop accepting loads that day.



3.1.2 Approach to Performing the Scope of Work

Mobilization and Preparation. ECC's Project Manager, Operations Manager, Safety Manager, and other key personnel will mobilize to the project within 48 hours of receiving Notice to Proceed (NTP) and participate in all Pre-Field Operations meetings. These personnel are fully authorized to provide the resources to fulfill the contract requirements and implement specific directions provided by RDC at these meetings. The Project Manager is responsible for all work and is the direct contact for all contractual and higher-level communications with the client. The Operations Manager is the daily contact for all field operations and partnering with the Monitor to ensure project success. Our project team members also include the Waste and Recycling Manager, who coordinates with the Boulder County and individual towns to complete waste profiles for all landfills, waste manifest protocols, recycling facility agreements finalized, and facility inspections. Our Operations Planner coordinates all data, ROEs, and information from the third-party Monitoring and their automated debris management system (ADMS). The Environmental Manager develops the Stormwater Management permit, asbestos abatements, and is responsible for all community, perimeter and personnel air monitoring program, as well as any issues dealing with endangered species or plants. The Operations Superintendents and other key staff address traffic control, erosion control, street sweeping, and other major functions.

Our specialized crews perform individual tasks while collectively forming an integrated team to complete all activities. Given the number of "opt-in" ROWs already received by Boulder County, up to 30 ash/debris crews deploy to complete the work. The actual number of crews will be based on the number of ROEs and can be adjusted up or down based on field conditions and other project related factors. Our mobilization plan and ramp up schedule for each Operations Area is shown in the attached schedule.

ECC reviews the site assessment data and maps with RDC's Monitoring Consultant and performs a 360 site walk prior to commencing any work on any site. If any homeowner assistance is need, we

understand that it can be a delicate process requiring thoughtful care and patience. ECC has conducted over 10,000 individual homeowner interactions following losses during a wildfire, and we are well-versed in the varying levels of support and time each may require. Our staff assist homeowners' recover personal items, as requested.

Plans. Upon receiving our NTP, ECC prepares and distributes the following documents:

- Health and Safety Plan
- Staffing Plan
- Transportation, Disposal and Recycling Plan
- Erosion Control/BMP Plan

Stormwater Management Plan (SWMP). ECC works with Boulder County to obtain a SWMP permit for all appropriate areas within all three operations area. The SWMP is implemented for each lot to effectively prevent pollutant discharge to surface waters and maintain these controls until the property is completed and transferred to back to the property owners.

Underground Utilities. Before the debris removal crews mobilize to each site, we identify all utilities entering the lot/Assessor Parcel Number (APN) via 811 services. ECC utilizes a commercial underground location service. Underground utilities are then exposed, cut, and capped by the field crew. If a property has a photo voltaic (PV) system, a licensed electrician is deployed to air gap the system as it still may be generating power. Large propane tanks, most likely to be found in Operation Area 1, are air gapped for those identified to remain on site or are not owner owned. For those parcels (mainly Operation 1) that have septic systems and/or water wells, those are located, marked, and flagged so they won't be damaged during debris removal.

Hazardous Household Waste (HHW), Chlorofluorocarbon (CFC)-Containing Devices and e-Waste. Prior to debris removal, ECC deploys a designated HHW team consisting of qualified personnel to identify, collect, and remove these items. This team consists of 40-hour HAZWOPER-trained individuals that handle this type of waste safely and in accordance with (IAW) all applicable local, State and Federal regulations. All HHW is transported to the approved Boulder County disposal location.



ECC identifies and removes any disaster damaged CFC-containing devices and electronics. All identified items collected are transported to an approved recycling facility.

Air Monitoring. ECC's Air Monitoring Program consists of perimeter and personal monitoring. Pre-debris removal background air monitoring for each work area is conducted at least two days prior to debris removal. The permitter monitoring for each APN includes a static PM10 station (TSI Dustrak 2 or similar), three stations for metals and asbestos utilizing Gilair 3 pumps (or similar, up to 3,000 L/M), and a handheld pm10 unit (Sidepak AM520, or similar).

Personal Monitoring is performed utilizing the Gialair 3 pumps and includes one asbestos sample for each crew daily, as well as Metals, Respirable Dust, and Respirable Crystalline Silica for 25% of the crews identified on rotating basis to ensure all crews are monitored. All air monitoring data is loaded to ECC's air monitoring database utilized in previous wildfire work. The PM10 data recorded on stationary TSI instrument is downloaded at the end of each day loaded to our database for review.

Asbestos, Metals, Respiratory Dust, and Respirable Crystalline Silica are submitted for laboratory analyses and the laboratory electronic data reports loaded to the database. PM10 readings from the handheld unit are performed two to three times a day on perimeter walks and recorded on Survey 123 application for loading to the database. ECC provides Air Monitoring Reports to Boulder County and provides similar reports to our monitored subcontractors and their employees.

Ash/Debris and Soil Removal. Debris removal begins once the Monitoring Consultant and RDC have turned the property over to ECC for cleanup. This is executed in a documented manner to ensure the proper authorizations and instructions are provided. As part of parcel mobilization, ECC establishes the exclusion zone (where only HAZWOPER trained crews can access), visibly marking fire hydrants, marking the approximate property boundaries, establishing truck loading areas, and preparing the personnel decontamination area. Prior to initiating fieldwork, ECC performs an initial safety walkthrough of the site, trains the crews in safe work practices, and reviews activity

hazard analyses (AHAs) to control hazards during each major activity.

All work on each parcel starts with a 360 property walk with the onsite Monitor, the third-party certified asbestos building inspector (CABI), the debris crew foreman, and the ECC site supervisor. This gives the team information on establishing property boundaries, set up of work zones, special homeowner considerations, locations of utilities, and sequencing of removal based on specific site conditions. This ensures all parties are on the same page and prevents confusion in the field.

The ash/debris removal crews utilize various types of equipment to complete the work based on the individual site layouts and conditions. Equipment includes excavators, wheel loaders, and skid steers. They are supported by other crews for traffic control, water trucks, street sweeping, and erosion control. Each debris crew has dedicated water resource for dust control. Water trucks have assigned areas to keep local streets dust-free. The integration of the various crews is managed by field supervisors who ensure the proper resources are present and executing work safely.

Debris Segregation, and Loading. Debris segregation is sequenced as follows: metal segregation and removal for recycling; loose concrete; concrete masonry unit (CMU); brick segregation for future removal with other authorized concrete; ash and debris segregation and loadout for landfill disposal; and concrete demolition (where needed) followed by loadout of all segregated concrete material for recycling. The last step is to excavate 3 inches to 6 inches of soil within the ash footprint. Metal debris is segregated using the excavator with thumb attachment. In each evolution, the goal is to maximize recycling of materials such as metal, brick, and concrete.

For the concrete that is sampled and confirmed as asbestos containing, that material is handled as friable asbestos and its packaging and disposal follows Colorado Region 8 guidance. It is double burrito wrapped and transported to a RACM approved landfill.

Segregation involves cutting, picking, and segregating all scrap metal prior to loading trucks. With concurrence from RDC, concrete slabs, stem walls, and foundation structures remaining within



the ash footprint are designated for removal. This includes retaining walls deemed unsafe or an impediment to debris removal. Concrete not containing asbestos is broken and removed for recycling. All ash/debris and soils are burrito wrapped and sealed in each truck for transportation to the landfill facility.

Concrete Removal. The removal of concrete including patios, sidewalks, foundations, footers, or caissons involve breaking the concrete features using an excavator with a hammer and thumb attachments. Concrete is designated for off-site recycle and is separated based on with or without rebar and the possibility of being asbestos contaminated. Concrete breaking includes dust control from a water wagon or water buffalo. Concrete designated for recycling may require a water wash to remove residual ash, if any.

ECC sizes all concrete to dimensions acceptable to the receiving facility, either recycler or landfill (if asbestos contaminated). Based on the answer to RFP Questions 46, basement excavations do not require backfill, consistent with rate sheet item 8. However, per the concrete removal specification, other features require backfill such as foundations, driveways, and other misc. items. Pursuant to Note 3, Questions 46, 99, and 233, and rate sheet Note 4, a typical parcel has both concrete with backfill and concrete without backfill, in accordance with rate sheet items 8 and 9 and the answers to relevant questions.

Open basement excavations are rendered safe from fall hazards by placing an OSHA fall protection compliant fence around the basement excavation. CABI identification and/or testing of concrete for asbestos is reviewed prior to debris removal. All identified asbestos containing concrete is handled as RACM and asbestos containing concrete is removed, sized, and sent for recycling, either as clean concrete or reinforced concrete. Asbestos contaminated concrete is expected to result from the application of waterproofing material containing asbestos. This is disposed in accordance with Question 211 and 221 per rate sheet item 11.

Trucking. Trucking is a significant part of the program. Only licensed and authorized Boulder County License Hauler compliant trucks are used. Due to the significant volume of trucks expected,

ECC places a field manager at certain disposal facilities to assist landfill staff in moving trucks efficiently through the landfill so that production is optimized. Trucks are double lined with 6-millimeter plastic sheeting before material is placed in the truck bed. The load is burrito wrapped and sealed. Transportation of RACM is done IAW Reg 8 guidance. Loaded trucks are tarped and secured to prevent material from leaving the truck bed during transport.

Burned Vehicles. Based on the number of vehicles, ECC assigns a separate vehicle removal crew to manage the removal of burned vehicles and other burned hulks. ECC employs two processes for removing burned vehicles from properties. One option is for ECC to remove all vehicles as designated on the Site assessment and ROE and package them for transport to approved scrap metal – vehicle adjudication yards. At these facilities, each vehicle undergoes the State of Colorado adjudication process, and once cleared from the DMV registry the vehicle is recycled as scrap metal. Another vehicle removal process utilizes Marv's Towing, currently performing this task for the Boulder County ROW removal contractor. Marv's Towing loads vehicles onto their conveyances for relocation to their yard where the vehicle is adjudicated and then recycled.

Once a vehicle is designated, ECC prepares the vehicle for transportation to a secure processing site by removing debris from the vehicle that could fall off during transport.

Disposal and Recycling. ECC disposes of all Ash debris and soils at Colorado Department of Public Health and the Environment (CDPHE) approved landfills. Scrap metal, vehicles, and clean "non-asbestos containing concrete" is recycled to the maximum extent possible. All designated Friable asbestos concrete, block, and brick is packaged and disposed of as required by US Environmental Protection Agency (USEPA) Region 8 guidance as RACM at approved landfills. All disposal costs are billed IAW the response in the questions and answers (Q&A) and any income from recycling is credited directly to RDC. ECC uses the approved landfill and recycling facility closest (based on the material) to the operational area to minimize truck travel time, optimizing utilization of each truck. ECC considers wait times at each facility and



balances this with travel time to the facility so that a shortest time/shortest distance tradeoff can be made. In the event other facilities not listed here are needed for the project, ECC presents the facility details to RDC and the Monitoring Consultant for approval.

Disposal cost invoicing and reconciliation requires close coordination among ECC, the landfill, and the monitoring consultant. For optimum efficiency, this should be an ongoing process so that compliant invoices can be prepared in a timely manner and submitted every two weeks. This task is also important to FEMA compliance and cost recovery.

Tree Removal. Tree removal begins when the Monitoring Contractor's arborist has recorded and marked the hazardous tree for removal. Based on tree type and location on the parcel, the tree is felled either mechanically or manually with experienced tree fellers, climbers, and sawyers.

Once the tree is cut, the logs are direct loaded to transport to its final facility or the debris management site (DMS). All remaining slash or hog fuel is loaded or chipped directly into a truck. Stumps meeting the criteria is also marked and removed.

Temporary Debris Management Site (DMS). ECC has constructed DMS on various hurricane and wildfire projects to manage vegetative debris. The purpose of the DMS is to quickly remove vegetative debris to facilitate access and to consolidate vegetative debris in a single location for lower cost management. ECC currently manages a DMS at the Caldor Fire (**Project 4**) that contains log decks, slash and chips from felled trees. While RCD does not believe approval will be received to reduce material at the DMS, ECC fully supports the development of such a site.

For this project, ECC's DMS includes a fully fenced and secured site with dedicated entrance and exit roads, truck staging areas, truck scales, BMPs consistent with the approved plans and a gravel pad for tub grinder installation. Dust control is via a water truck or water tender with hose bib attachment. A dedicate traffic control team manages the inbound and outbound flow. Hand-held PM10 dust meters are used while grinding operations take place. These readings demonstrate

the effectiveness of ECC's dust control procedures and assist in adjusting the level of effort needed to control dust. Before any site is used as a DMS, it is sampled by the State's consultant to document baseline environmental conditions prior to site being used. At the end of the project the site is restored to its original condition and again soil samples are taken to demonstrate that there were no adverse impacts to the site.

Traffic Control. ECC adheres to all relevant elements of the Colorado Manual on Uniform Traffic Control Devices to include requirements for personnel training and certification. Traffic control is an imperative aspect to operations due to the proximity of crews to each other within the neighborhoods. Spotters and flaggers are used to control certain truck movements in congested areas. Traffic control is in place and operational before crews begin intrusive work. Establishing the traffic control features, such as message signs and cones, are the first task to take place each day.

ECC works closely with RDC and uses a local traffic control subcontractor. This ensures they are knowledgeable of all Colorado requirements and certified for flagging, lane closures, and pilot car operations. For the Camp Fire project (**Project 1**), ECC employed over 40 traffic control crews resulting in a zero-traffic incident project.

Fencing. All open basements, swimming pools, and other drop offs are fenced off IAW Occupational Safety and Health Administration (OSHA) fall protection standards. ECC uses chain-link fence instead of orange snow/construction fencing to ensure adequate fall protection.

Rescapes. After the ash and debris are removed, ECC scrapes 3 inches to 6 inches of soil in the ash footprint using a smooth-edged bucket on the excavator. Following soil removal, the Monitoring Consultant collects soil samples for analysis. ECC performs re-scapes as directed by RDC. Care is taken to minimize soil removal only to the extent needed to achieve clean-up goals.

Erosion Control – Final Sign Off. Once a lot is shown to be cleared of ash, debris and contaminated soil, erosion control crews install wattles around the disturb ground area, which encompasses the ash footprint. A non-grass seed



hydro mulch tackifier is sprayed within the wattled area to keep the exposed soil from eroding.

ECC, the Monitoring Contractor, and RDC jointly do a final site walk to confirm for each individual parcel to confirm all work is completed and can be returned to the property owner.

3.1.3 Proposed Resources

Staffing. ECC has performed over \$1.5 billion on post-disaster wildfire cleanup projects, including on seven Presidentially Declared Wildfire disasters in northern and southern California and Oregon. We have experienced/trained management staff that understand how to perform Wildfire cleanup safely and efficiently. They understand every step of the process and work in compliance with the State and FEMA recovery requirements.

The staff assigned to this project come from ECC's existing full-time staff based out of our Lakewood office and are supplemented with local hires, if needed. We believe integrating local staff into ECC's teams is an important part of our presence in the community. We provide training as needed and assign mentors to help the locally hired staff be successful.

Subcontractors and Suppliers. ECC's philosophy is to recruit, hire, and subcontract primarily local firms, including small businesses or socioeconomically disadvantaged firms from communities where debris removal work takes place. Using multiple Colorado-based specialty subcontractors for this effort provides in-depth local knowledge, improves our ability to perform, allows us to increase and decrease crews as needed, provides the flexibility to select high performing crews that work safely and comply with the contract requirements, and supports the revitalization of the local impacted economy.

Crews that access lots where ash and debris are still present are OSHA HAZWOPER trained, outfitted in prescribed Level C personal protective equipment, and fully prepared to mobilize and begin work within five days of ECC receiving the work orders to proceed. This subcontracting approach affords ECC direct control over all critical aspects of the project, assuring RDC a safe and productive operation. Subcontractors are added or removed as needed to meet project requirements, which may work across each

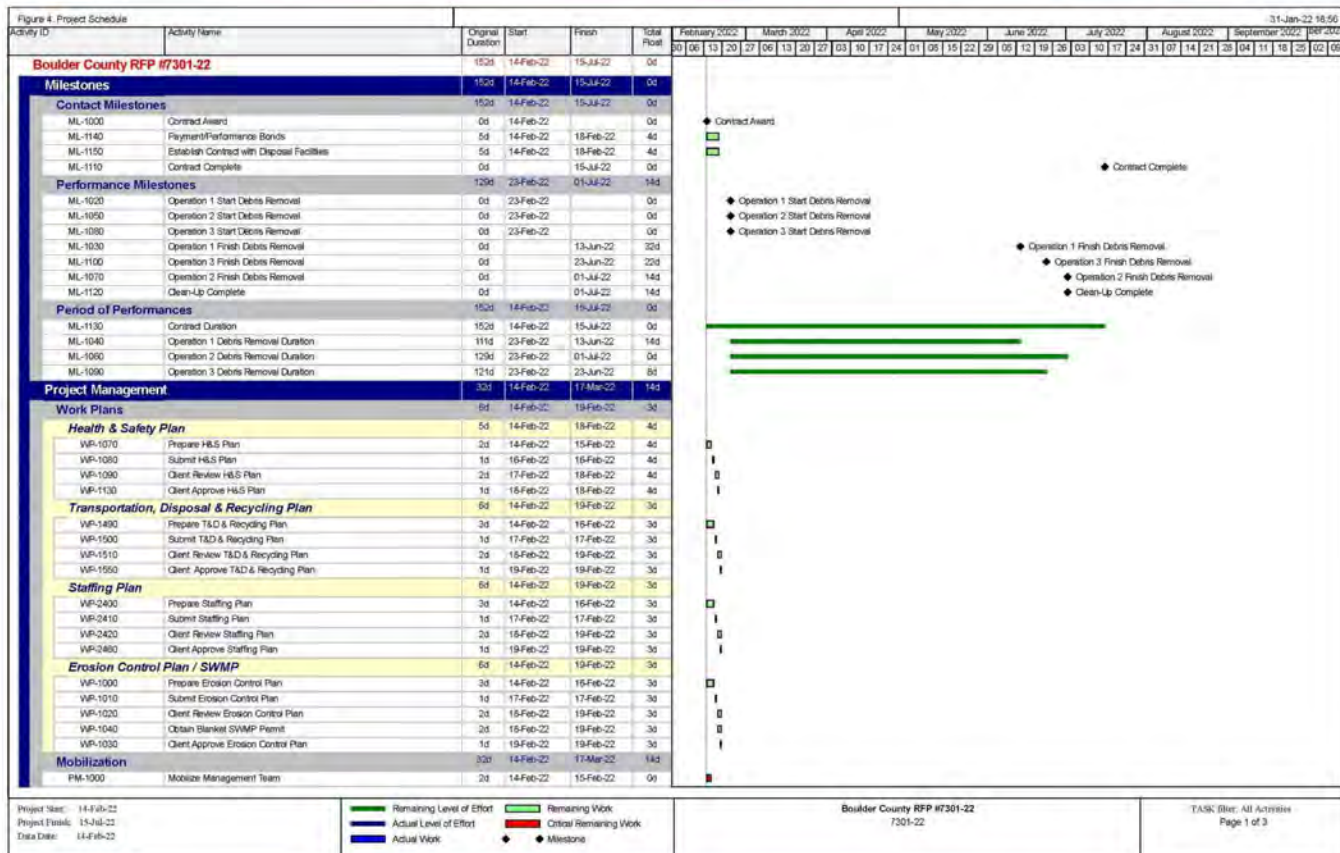
Operational Area to achieve the project's objectives.

3.2 Project Schedule

Figure 4 on the next page is our project schedule, as described above.

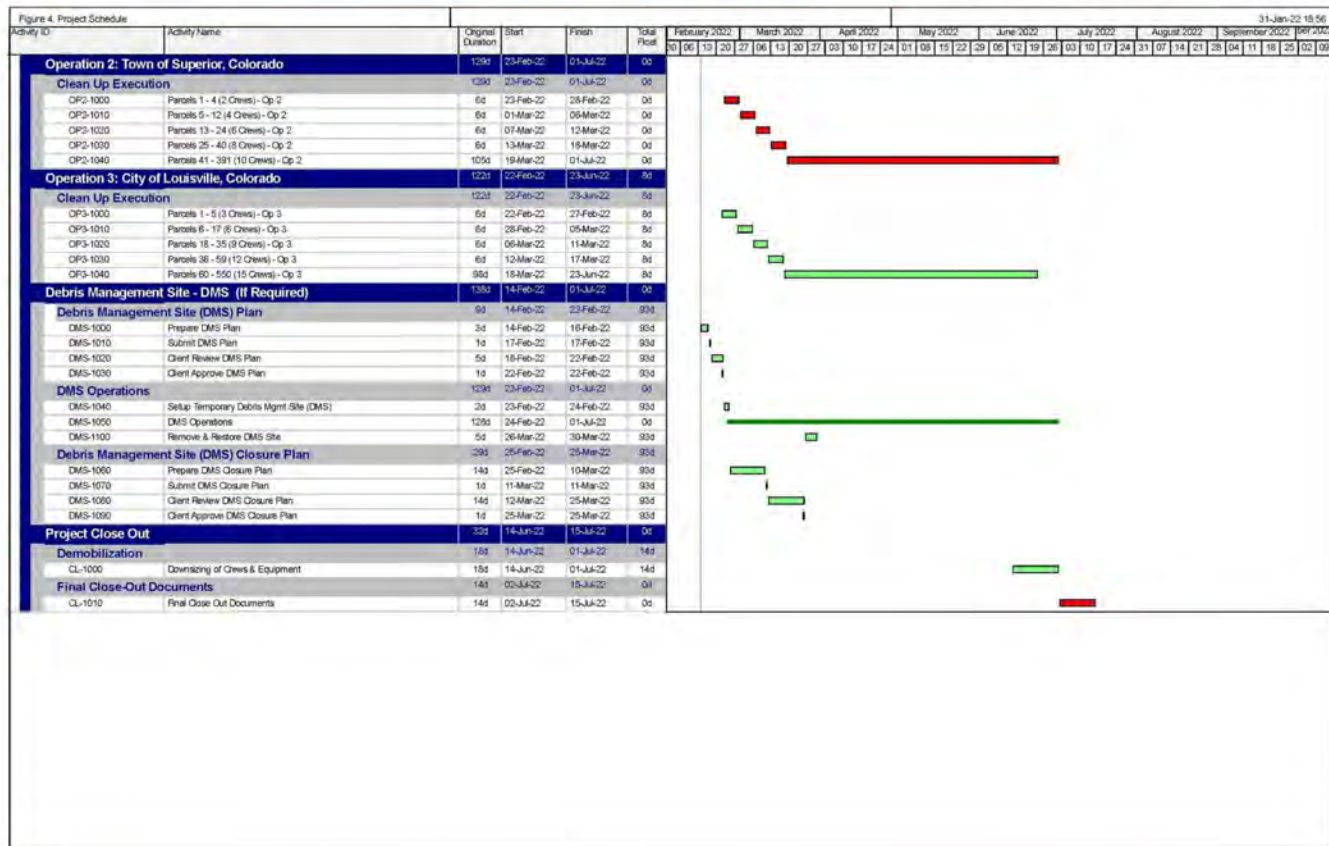
- ECC's schedule is based on sufficient ROE's to create backlog for each crew mobilized to the project
- ECC's schedule assumes sufficient ROE's will be available in support of our proposed crew mobilization schedule
- ECC's schedule accounts for disposal facilities to be closed on Sundays and holidays
- ECC's proposed schedule considers potential delays due to weather conditions, i.e., rain, snow, and gusty winds
- Our production rate was applied to work Monday through Saturday during daylight hours. Sundays are made available to continue to stockpile debris for disposal on Monday.
- To ensure the planned dates are maintained ECC can reallocate crews to or from an operation to expedite or mitigate any potential or actual impacts
- The table below identifies ECC's planned completion date with crew distribution.

Operation	Number of Crews	Estimated Completion Date
Operation 1	5	06/13/2022
Operation 2	10	07/01/2022
Operation 3	15	06/23/2022





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4.0 Completed Rate Sheet

UPDATED RATE SHEET					
	Description	Est quantity per parcel ¹ or units	Unit Price		Total
A	B	C ¹	D	E	F
1	Disaster Debris Removal Crews ²	20	\$12,649.39	Per Crew	\$252,987.80
2	Debris Management Site (DMS) Management ³	1	\$12.60	Per CY	\$12.60
3	Scale Set-up (if needed)	1	\$66,169.00	Per Scale	\$66,169.00
4	Inspection Tower	6	\$15,179.00	Per Tower	\$91,074.00
5	Scissor Lift	6	\$16,383.49	Per Lift	\$98,300.94
6	DMS Closure	1	\$63,246.95	Per DMS	\$63,246.95
7	Per Parcel Debris, Ash, Vegetative, and Incidental Soil ⁴	89 c.y.	\$411.08	Per Parcel	\$36,586.12
8	Per Parcel Concrete Removal without fill ⁴	40 c.y.	\$135.98	Per Parcel	\$5,439.20
9	Per Parcel Concrete Removal with fill ⁴	81 c.y.	\$91.30	Per Parcel	\$7,395.30
10	Per Parcel Metal Removal ⁴	79 c.y.	\$39.23	Per Parcel	\$3,099.17
11	Per Parcel Asbestos Removal and Disposal ⁴	39 c.y.	\$125.50	Per Parcel	\$4,894.50
12	Per Parcel Soil Removal, Re-Scrape, Disposal as needed ⁴	50 c.y.	\$31.00	Per Parcel	\$1,550.00
13	Vehicles Abatement ⁵	1,336	\$252.99	Per Vehicle	\$337,994.64
14	Hazard Trees removed 6-12" ⁶	1	\$246.66	Per Tree	\$246.66
15	Hazard Trees removed 12.1-24" ⁶	1	\$689.39	Per Tree	\$689.39
16	Hazard Trees removed 24.1-36" ⁷	<1	\$1,043.57	Per Tree	\$1,043.57
17	Hazard Trees removed 36.1"+ ⁷	<1	\$2,023.90	Per Tree	\$2,023.90
18	Hazard Limbs (2"+ in diameter) ⁷	<1	\$82.22	Per Tree	\$82.22
19	Stumps (24"+ in diameter) ⁷	<1	\$980.33	Per Stump	\$980.33
20	Unit Rate for Debris, Ash, and Incidental Soil Disposal ⁸	89 c.y.	\$65.33	At Cost	\$65.33
21.a	Unit Rate for Concrete and brick disposal/recycling ⁸	81 c.y.	\$0.00	At Cost	\$0.00



21.b	Unit Rate for Reinforced Concrete disposal/recycling ⁸	81 c.y.	\$3.85	At Cost	\$3.85
22	Unit Rate for Metal Recycling (include rebate if applicable) ⁸	79 c.y.	\$(297.63)	At Cost Per Ton	\$(297.63)
23	Unit Rate for Vegetative Debris Disposal ⁸	10 c.y.	\$3.32	At Cost	\$3.32
24	Appliances with CFCs ^{8,9}	<1	\$1.06	At Cost	\$1.06
25	E-Waste ^{8,10}	<10	\$0.11	At Cost Per Pound	\$0.11

NOTES:

1. Refer to column E to determine if price requested is per unit (such as per vehicle or per tree) or per parcel.
2. This is a one-time mobilization (including traffic control, tree hazard crews, asbestos crews, air quality monitoring, and dust control) rate per Disaster Debris Removal Crew for the entire project.
3. The unit price refers to each cubic yard of material that is reduced. The County does not currently anticipate that Contractor will be authorized to reduce material at the DMS or otherwise. Bidders should include a unit price Per CY for material reduction at the DMS in the event that this work is authorized.
4. These items will be paid per parcel. The "Est quantity per parcel" column includes the average estimate of the quantity of each type of material per parcel to help guide your proposal. Calculate the Unit Price using the estimated CY of material multiplied by your proposed CY rate to develop your per parcel rate. For example, in line item 7, there is an estimate of 89 CY of "debris, ash, vegetative, and incidental soil" on each parcel. For a price of \$2.00 per CY, Enter \$2.00 in Column D x 89 = \$178. Enter \$178 in column F.
5. Please calculate line item 13 by multiplying 1,336 by your per vehicle price (Column D) and enter the total into column F.
6. For line items 14 and 15, Column C estimates that there is approximately 1 tree on each parcel.
7. For purposes of calculating line items 16-19, use the whole number 1 as the multiplier, even though column C indicates less than one. It is estimated that there will be less than 1 tree of each size or stump per parcel.
8. For purposes of calculating line items 20-25, please provide your estimated actual costs for disposal or recycling.
9. For purposes of calculating this line item, use the whole number 1 as the multiplier, even though column C indicates less than one. It is estimated that each parcel has less than 1 appliance with CFCs. Most properties with CFC appliances no longer contain CFCs.
10. For purposes of calculating this line item, use the whole number 10 as the multiplier, even though column C indicates less than 10. It is estimated that each parcel has less than 10 items of E-Waste. Most electronics were destroyed in the fire.



5.0 Relevant Experience of Key Personnel

ECC offers Boulder County the full range of capabilities required to accomplish the debris and tree removal services described in the RFP and has formed a highly qualified and proven team to manage and execute all aspects of the contract. Our qualified personnel are trained and experienced in performing disaster response and recovery services, including debris and tree removal for Federal and State agencies nationwide.

The ECC Team's organization shown in **Figure 5**, specifies the roles and reporting structure for our personnel and subcontractors. Our prior experience working together on disaster recovery missions

translate into solutions tailored to the priorities, challenges, and expectations expected on this contract. Following this introduction, we provide resumes for our key personnel. We selected these individuals for the following reasons:

- All personnel have experience working together on previous projects with similar scopes of work
- Twenty of the 21 personnel listed are employees of the Prime contractor, demonstrating longevity with ECC
- Our Project Manager Matt Long, Operations Manager Luke Matzke, Environmental Manager Kane McNeill, Operations Planner Chris Peck, and H&S Officers Ted Johnson and Greg Hayes are all local to the Boulder, CO area

Figure 4. Project Organization Chart

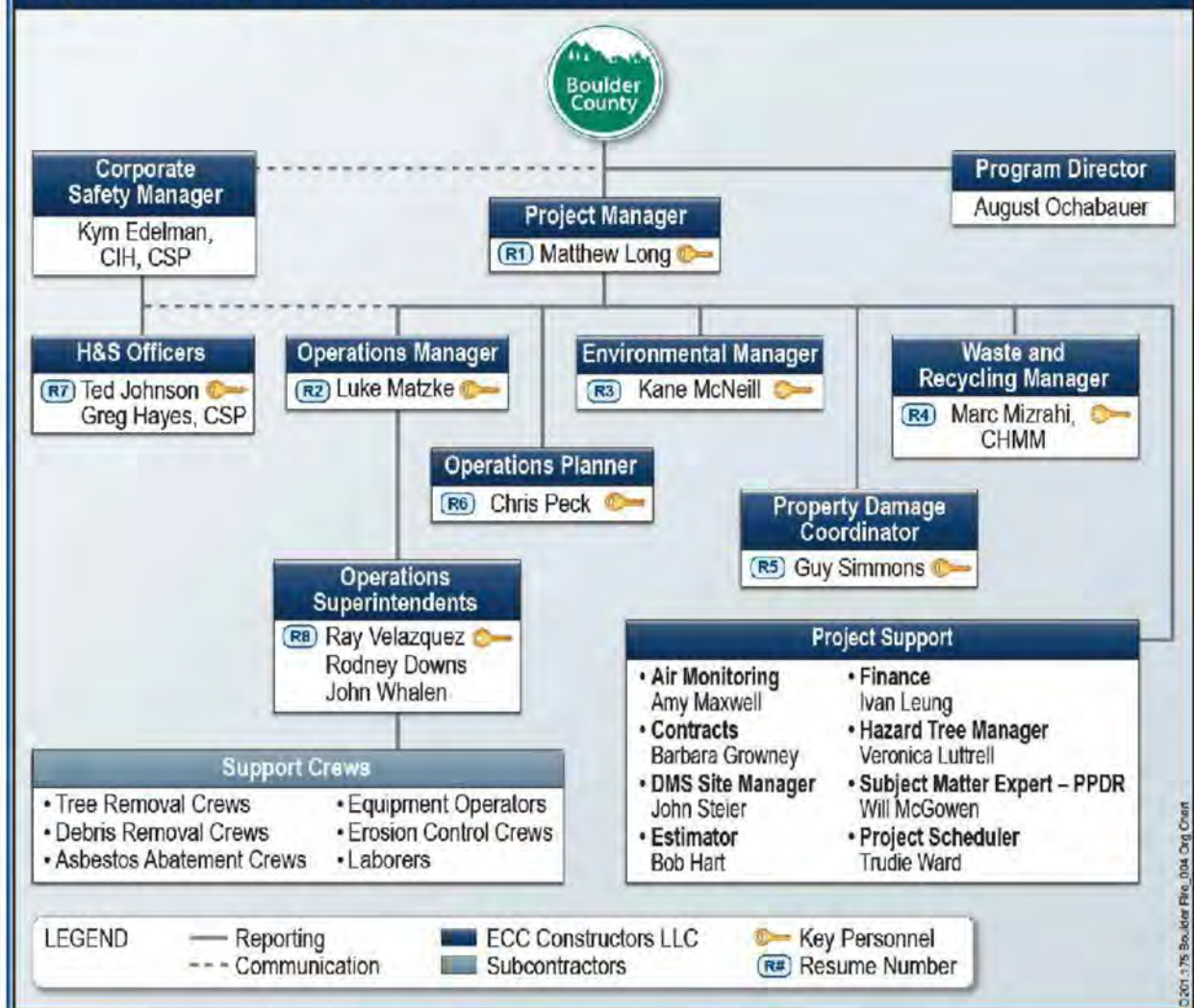




Figure 6 provides a summary of relevant experience for other personnel identified on our organization chart.

Figure 6. Relevant Experience Summary of Additional Personnel

Name, Title	Education, Registrations	Relevant Experience Summary
August Ochabauer, Program Director	<ul style="list-style-type: none"> BS Chemistry, Biology OSHA 40-Hour HAZWOPER, 1989 	<ul style="list-style-type: none"> 36 years of operational program management and leadership experience on large-scale and complex, multi-disciplinary, multi-year disaster/debris response and construction programs Served as Senior Operations Manager for complex debris missions following the devastation from hurricanes, floods, and fires valued up to \$1B Direct knowledge and expertise with all debris waste streams, hazardous waste, white goods, e-waste, bio-hazardous waste, putrefied foods, and hazardous trees Knowledgeable in all aspects of Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), Toxic Substance Control Act (TSCA), Resource Conservation and Recovery Act (RCRA), OSHA, and Department of Transportation (DOT)
Kym Edelman, CIH, CSP, Health & Safety (H&S) Director	<ul style="list-style-type: none"> BS Environmental Health, Industrial Hygiene Concentration, 1989 CIH, #11689, exp. 2026 CSP, #19423, exp. 2026 OSHA 40-Hour HAZWOPER, 1989; 8-Hour Refresher, 2019 	<ul style="list-style-type: none"> 27 years of experience in onsite health and safety experience including debris removal, disaster operations, and compliance monitoring Assesses and determines health and safety requirements in the field and rapidly changing disaster management operations projects Monitors and enforces safety programs in relation to government projects for Department of Defense (DoD) clients, including USEPA, US Navy, USACE Specific Colorado experience with projects Colorado Smelter Superfund Site and Pueblo Army Depot Unexploded Ordnance Removal Operations
Barbara Growney, Contracts	<ul style="list-style-type: none"> BA, Education, Public Administration, 2004 AA, Computer Science 	<ul style="list-style-type: none"> 19 years of Contract Administration experience for government agencies including CalOES, CalRecycle, USACE, US Navy, US Army Environmental Command, and the US Air Force Contract Administration experience for multiple Northern California debris responses ranging in value from \$1M to \$550M (Projects 5, 6, 7, 8) Managed modifications and documents for Fire Debris Removal and Recovery services for Carr Fire contracts in California (Project 3)
Rodney Downs, Operations Superintendent	<ul style="list-style-type: none"> OSHA 40-Hour HAZWOPER, 1992 	<ul style="list-style-type: none"> 33 years of experience in debris removal management and demolition Experience with major disaster recovery projects performed for DoD including Hurricanes Sandy, Isaac and Katrina, and Typhoon Pongsona Knowledgeable with federal and state regulations including CERCLA, RCRA, TSCA, Clean Water Act (CWA), and Clean Air Act (CAA), and experience working with USEPA, Nuclear Regulatory Commission, USACE, US Navy, US Air Force, and New Jersey Department of Environmental Protection Extensive experience managing field operations involving hazardous tree removal, processing, loading, recycling, and disposal of debris and waste; coordination of debris transportation, including truck arrival, monitoring capacity, and supervising up to 50 crews at a time (Projects 5, 6 7 & 8)
John Whalen, Operations Superintendent	<ul style="list-style-type: none"> OSHA 40-Hour HAZWOPER, 1996 High School Diploma, 1986 Cleveland Fire Academy, 1993 	<ul style="list-style-type: none"> 27 years of experience in fire systems response, security operations, and debris removal operations from multiple properties affected from the devastation caused by natural disasters to fires, hurricanes, and floods under both emergency and time-critical conditions Expert in extensive, specific experience planning and managing multiple disaster recovery and debris removal projects up to \$448M (Projects 5, 7 & 9)
Will McGowen, Subject Matter Expert - PPDR	<ul style="list-style-type: none"> AS, General OSHA 40-Hour HAZWOPER, 2018 	<ul style="list-style-type: none"> 16 years of experience in the field helping clients respond to and recover from fire damage, hurricanes, tornadoes, and ice storms Works with funding agencies including FEMA preparing project worksheets to support debris estimates, and providing guidance regarding the laws, policies,



Figure 6. Relevant Experience Summary of Additional Personnel

Name, Title	Education, Registrations	Relevant Experience Summary
	<ul style="list-style-type: none"> FEMA National Incident Management System Introduction IS-700.2017 	<ul style="list-style-type: none"> and regulations associated with monitoring debris removal, collection, and disposal during declared disasters Experienced in disaster planning and recovery efforts including mobilizing response teams, permitting temporary debris storage and reduction sites, staging logistics and FEMA compliance monitoring protocols
Jon Steier, Debris Management Services (DMS) Site Manager	<ul style="list-style-type: none"> Explosive Ordnance Disposal School, 2010 OSHA 40-Hour HAZWOPER, 2010; 8-Hour Refresher, 2020 	<ul style="list-style-type: none"> 12 years of experience in operations management, site supervision, and managing field crews and fieldwork Specific experience with wildfire response and debris removal oversight, including projects with CalRecycle to remediate damage caused by the Camp, Woolsey, and Hill Fires (Projects 2 & 3) Extensive knowledge in hazardous waste removal including munitions and hazardous tree removal in both Oregon and California
Bob Hart, Estimator	<ul style="list-style-type: none"> AAS, Ophthalmic Science, 1983 	<ul style="list-style-type: none"> 32 years of experience in management, performance, and proposal preparation with tasks including overseeing estimating staff, interpretation of bid documents, formulation of operational approach, and generation of detailed cost estimates Prepared bid packages and managed estimates for rapid response contracts such as Hurricane Sandy Debris and (T&D) Experience in managing cost and estimating tasks for hazardous waste disposal, air monitoring, soil sampling/excavation, decontamination, debris removal, demolition, waste hauling, and asbestos abatement CO experience working as estimator for the Downing Reservoir project Appointed estimator for seven CalRecycle projects totaling over \$1.2B, (Projects 1-4)
Ivan Leung, Finance	<ul style="list-style-type: none"> BA, Business Economics, 1995 PMP #252601, 2005 CRM, 2007 EVP #181, 2009 	<ul style="list-style-type: none"> 27 years of experience managing project finance and cost tracking on debris removal operations, environmental, and construction projects Actively participated in numerous disaster, environmental, and debris management projects including Hurricanes Katrina and Sandy, the Camp Fire in Butte County, the Woolsey and Hill Fires (Projects 1-4) and the Oregon DOT Wildfire Debris/Hazard Trees Removal Experience working in Colorado, specifically at the high priority COVID-19 Colorado Convention Center project in Denver Involved in tree removal projects in Bay Branch, including the development of a handheld mobile app to track and locate hazardous and eligible tree counts
Veronica Luttrell, Hazard Tree Manager	<ul style="list-style-type: none"> BS Resource and Environmental Science, Minor: Biology, 2003 OSHA 40-Hour HAZWOPER, 2006; 8-Hour Refresher 2018 	<ul style="list-style-type: none"> 16 years of experience in Environmental remediation and regulatory compliance including a recent project for CalRecycle, Fire Debris Removal and Recovery Services for Carr Fire in California (Projects 1-4) 2 years of experience as a Hazard Tree Operations Manager on three disaster response projects to remediate damage from the Caldor (Project 4) and Bay Branch Fires in CA Extensive regulatory experience with USEPA, DOT, California Department of Fish and Wildlife, CWA, CAA, Department of Toxic Substances Control, and California Natural Resources Agency
Trudie Ward, Project Scheduler	<ul style="list-style-type: none"> Advanced Accounting OSHA 40-Hour HAZWOPER, 2000 	<ul style="list-style-type: none"> 24 years of experience, including 14 years as a scheduler on ECC construction, renovation, repair, and environmental projects 5 years of Colorado experience at local sites to include Rocky Mountain Arsenal and the Denver Federal Center
Amy Maxwell, Air Monitoring	<ul style="list-style-type: none"> BS, Chemistry and Environmental Geology Masters, Environmental Science 	<ul style="list-style-type: none"> 21 years of experience in chemical analysis and documentation, including CERCLA superfund projects Familiarized with USEPA Superfund Hazard Ranking System Local to Lakewood, CO office



Figure 6. Relevant Experience Summary of Additional Personnel

Name, Title	Education, Registrations	Relevant Experience Summary
	<ul style="list-style-type: none">▪ OSHA 40-Hour HAZWOPER, 2008	<ul style="list-style-type: none">▪ Experience with CDPHE lead agency for projects including Front Range and Fort Carson Performance Based Remediation contracts▪ Experience in sampling surface water runoff from fire suppression and post-fire hazard classification of chemical containers



Matthew Long, Project Manager, Lakewood, CO

Resume 1

Notable Qualifications

- 10 years of experience managing disaster response/debris removal operations, hazardous tree removal, hazardous waste management teams, and demolition operations
- 17 years of overall experience in program and project management

Education / Special Training:

- BS, Civil Engineering, Worcester Polytechnic Institute, 2003
- MS Coursework, Fire Protection Engineering, 2004
- OSHA 40-Hr HAZWOPER, 2004; 8-Hr Refresher, 2017
- USACE Construction Quality Management (CQM) for Contractors, 2011
- 2-Hr Asbestos Awareness, 2010
- Certified Leadership Development Program, University of Denver, 2009
- Certified Project Management Excellence Program, Northeastern University, 2010

Experience Summary

Mr. Matthew Long has over 17 years of experience as a Project Manager (PM) in the areas of project management, safety, and regulatory compliance oversight, specifically within the areas of time critical DMS and disaster recovery in response to complex wildfire cleanup projects. Examples include oversight of multiple sites and management of multiple crews working concurrently at a peak of 240,000 acres in four counties in California. He successfully managed all debris removal activities for the Camp Fire in Paradise, and the Carr Fire in Shasta County for CalRecycle, and performed on the NorCal debris management. He has extensive experience in tree felling and the collection, consolidation, and removal of hazardous trees following emergency situations and disaster occurrences. Based locally out of ECC's Lakewood, CO office, he has extensive experience working large, local remediation and time-critical emergency services projects in Colorado IAW CDPHE and USEPA Region 8.

Relevant Experience and Accomplishments

PM, CalRecycle, Camp Fire Debris Removal, Butte County, Paradise, CA (Project 1) | \$550M |

03/2019 – 02/2020. SOW: Time-critical expedited/emergency response project involving 52 crews who executed soil/air sampling; personal air monitoring; removal, segregation, and disposal of contaminated soil, burned debris, ash, concrete, metals, burned vehicles, and white waste; hazard tree removal; asbestos abatement; and septic tank abandonment for 4,848 individual properties affected by the 2018 Camp Fire. **Responsibilities:** Managed all operations for this time-critical debris removal effort, collaborating closely with CalRecycle, CalOES, FEMA, and USEPA. Served as the single point-of-contact (POC) with full management authority to commit company resources. Oversaw major resource mobilization, which included 100 staff within 24 hours of the contract start. Supervised field personnel and subcontractors performing. Worked closely with the Environmental Safety and Quality (ESQ) Manager to ensure workforce/work environment safety compliance. Led a workforce of 103 debris removal crews to identify and recover debris, including from historical properties. **Achievements:** Removed 1,585,889 total tons of debris, including 1,044,205 tons of ash and debris; 285,139 tons of concrete; 19,029 tons of recycled metal; 228,887 tons of contaminated soil; 3,841 vehicles; and 8,732 cubic yards of asbestos-containing material (ACM). Received an "Exceptional" overall past performance evaluation rating from the client.

PM, CalRecycle, Fire Debris Removal/Recovery for the Woolsey and Hill Fires, Malibu, CA (Project 2) | \$132M | 03/2019 – 02/2020. SOW:

Time-critical disaster response and recovery project involving 44 crews who executed assessment of underground utilities; breakup and removal of concrete; segregation and removal of burned vehicles; direct debris loading and hauling; and soil sample collection around the ash footprint for 929 total parcels across three counties affected by the Woolsey and Hill wildfires. **Responsibilities:** Managed all operations. Collaborated closely with CalRecycle, CalOES, FEMA, and USEPA. Served as the single POC with full management authority to commit company resources and organize and allocate all project resources, including staffing and subcontractor procurement. Oversaw resource mobilization, field personnel, and subcontractors. Worked closely with the ESQ Manager to ensure workforce/work environment safety compliance. **Achievements:** Removed 425,060 total tons of



debris, including 276 hazardous trees; 259,449 tons of ash and debris; 87,870 tons of concrete; 6,013 tons of metal; 10 vehicles; 68,801 tons of contaminated soil; and 2,641 cubic yards of ACM.

PM, CalRecycle, Carr Fire Debris Removal, Shasta County, CA (Project 3) | \$106.5M | 08/2018 – 02/2019. SOW: Time-critical debris management project involving 44 crews who executed site investigations for each property; removal of 52 hazard trees; ACM abatement and containerization; direct debris hauling and disposal of ash, concrete, scrap metal, contaminated soil, and construction and demolition (C&D) debris for 1,043 properties. **Responsibilities:** Managed emergency response debris recovery operations. Divided the county into three sectors. Oversaw 44 debris crews. As the single POC, maintained full authority to define and commit ECC resources, organize and allocate all project resources, including non-technical staffing and subcontractor procurement. Oversaw onsite property evaluation and investigation, type and volume of debris, property site control needs, and daily briefings. Identified and evaluated capabilities and procured 12 subcontractors. Played a key role in development of the Debris Removal Operations Plan (DROP), issued and maintained by CalRecycle. Submitted 1,045 homeowner reports to the state. **Achievements:** Removed 523,454 total tons of debris, including 381,774 tons of ash and debris; 86,526 tons of concrete; 7,141 tons of metal; 46,808 tons of contaminated soil; 131 vehicles; and 1,022 tons of ACM. Performed 156,500 work hours with zero OSHA recordable or Days Away, Restricted, or Transferred (DART) cases across an eight-month period of performance (POP). Received a “Very Good” rating in the 2019 Past Performance Questionnaire (PPQ).

PM, CalOES, 2017 Wildfire Debris Removal, Sonoma, Napa, and Mendocino Counties, CA (Project 5) | \$200M | 02/2018 – 07/2018. SOW: Time-critical debris removal and disaster response project involving 125 crews who executed debris identification, segregation, and removal operations from 925 properties. Included site investigations of each property; hazardous tree removal demolition of concrete, beams, slabs, and foundations; removal of ACM; hauling and disposal; and collection of soil samples to test for 17 heavy metals. **Responsibilities:** Supervised the operations for this time-critical debris removal effort involving management of 48 subcontractors for field services, hauling, recycling, logistics, and materials. Within 24 hours of the contract start, awarded subcontracts, and mobilized to begin work within 48 hours. Mobilized asbestos abatement crews within 48 hours. Established H&S, Quality Control (QC), traffic control, air monitoring, and erosion control measures. Mobilized traffic control teams to high-traffic locations and developed a plan to avoid truck traffic through school zones and developed alternate routes with contingencies; coordinated with school officials, provided extra flaggers, and monitored trucking activities during school hours. **Achievements:** Removed 389,713 total tons of debris, including 303,712 tons of ash and debris; 77,817 tons of concrete; 4,242 tons of metal; 639 vehicles; and 3,303 tons of contaminated soil. Executed 302,075 work hours with zero OSHA recordable or DART cases across a seven-month POP. Received an overall “Exceptional” rating in the 2019 PPQ.

PM, USACE, ACI Debris Region 1 Contract, NorCal Wildfires Debris Removal and Cleanup, Sonoma, Lake, Mendocino, and Napa Counties, CA (Projects 6, 7, 8) | \$310M | 10/2017 – 05/2018. SOW: Six-time critical DMS task orders (TO) (TO 0024, Project 6; TOs 16, 34, 50, 78, Project 7; TO 10, Project 8) under the USACE ACI Debris Region 1 contract involving assessment of homes for household hazardous waste and ACM; installation of environmental controls; direct debris hauling and disposal; landfill facility improvement; and implementation of an ADMS for 3,577 properties across four counties. **Responsibilities:** Participated in initial preplanning/scoping with the government to evaluate the disaster area, estimate debris volumes, sector the disaster area, locate temporary debris storage/reduction, and disposal sites. Oversaw subcontractor selection, work assignments, and progress reporting. Participated in daily plan-of-the-day meetings with the client and regulators. Oversaw and orchestrated field response teams to verify right-of-entry and permitting, perform site assessments, debris removal, segregation, loading, transport and disposal or recycling. **Achievements:** As one of California’s largest wildfire cleanup contracts, a total of 423 crews recovered, segregated, and recycled over 310,423 tons of ash and debris; 114,206 tons of concrete; 7,663 tons of metal; 29,662 tons of contaminated soil across four counties. Performed 1,012,412 work hours across six TOs with only three OSHA recordable cases.



PM, CalRecycle, Bay Branch Fire Response, Multiple Locations, CA | \$100M | 12/2020 – 05/2021.

SOW: Time-critical expedited/emergency response project involving soil/air sampling; personal air monitoring; removal, segregation, and disposal of contaminated soil, burned debris, ash, concrete, metals, burned vehicles, and white waste; hazard tree removal; asbestos abatement; and septic tank abandonment for 1,200 individual properties across five counties affected by multiple 2020 wildfires. **Responsibilities:** Managed all operations. Collaborated closely with CalRecycle, CalOES, FEMA, and USEPA. Served as the single POC with full management authority to commit and organize and allocate all project resources, including staffing and subcontractor procurement. Oversaw major resource mobilization, field personnel, and subcontractors; chimney/wall demolition/septic tank abandonment; erosion and dust control, and traffic controls/road maintenance. Worked closely with ESQ Manager to ensure workforce/work environment safety compliance. **Achievements:** The project involved 820 APNs, 157,970 tons of ash and debris, 38,081 tons of concrete, 29,954 tons of soil, 8,726 tons of metal, and 25,400 hazardous trees.

PM, Oregon Dept. of Transportation (ODOT), Wildfire Debris Removal and Right of Way (ROW) Hazardous Trees Removal, Various Locations, OR | \$64M | 11/2020 – 06/2021.

SOW: Time-critical disaster response contract involving six crews who executed removal of contaminated ash and debris; segregation and recycling of concrete, scrap metal, and hazardous soil; asbestos abatements; removal of hazardous trees and backfill/ site restoration with erosion control on contract involving 330 individual fire-affected private properties from the 2020 Beachie Creek/Lionshead and Riverside fires.

Responsibilities: Managed all operations, requiring careful planning that involved vetting hazardous waste management teams; defining sequence of operations; traffic routes; strategic removal, segregation, transport, and disposal of hazard trees and demolition debris; and management of resources for operations ramp up and ramp down. Collaborated closely with ODOT other local stakeholders. Served as the single POC with full management authority to commit and allocate company resources, including staffing and subcontractor procurement. **Achievements:** Removed 85,771 total tons of debris, including 52,325 tons of ash and debris, 10,805 tons of concrete, 889 tons of metal, 21,324 tons of contaminated soil, and 428 tons of ACM. Performed 9,066 safety hours with zero OSHA recordable or DART cases over an 11-month POP.

PM, USACE, Colorado Convention Center COVID-19 Alternate Care Facility, Denver, CO | \$19.6M | 04/2020 – 06/2020.

SOW: Time-critical emergency response project involving new construction to convert the 579,000 square-foot Colorado Convention Center into an alternate care facility with the capacity of treating up to 1,243 patients adversely affected by COVID-19. **Responsibilities:** Directed immediate mobilization, subcontractor recruitment, client interface, and oversight. Supervised extensive build-out; modification of the existing fire alarm/detection system to comply with National Fire Protection Association (NFPA); and construction of medical-grade air supply to each care space completed utilizing three shifts/day. **Achievements:** Completed 60,807 labor hours over the duration of the project with no OSHA recordables and no known COVID infection cases. Medically screened and checked an average of 368 workforce personnel per day, ranging to a high of 625 workers.

PM, General Services Administration (GSA), Downing Reservoir-Implement Corrective Measures Work Plan for Investigation Area (IA) 14N, Denver, CO | \$21.4M 08/2015 – 09/2018.

SOW: Environmental project involving remediation of contaminated features within IA 14N. Excavated 265,000 cubic yards of contaminated soil, imported and placed 5,000 cubic yards of rip rap and 3,000 cubic yards of topsoil. **Responsibilities:** Managed the Corrective Measures Work Plan (CMWP) implementation. Responsible for technical compliance with SOW, schedule, budget, and quality control. Interacted with multiple stakeholders including the CDPHE. Managed construction of enhanced reservoir and treatment facility. **Achievements:** Received “Very Good” ratings in the Final November 2018 CPARS. Performed 526,510 work hours with zero OSHA recordable or DART cases.



Luke Matzke, Operations Manager, Denver, CO

Resume 2

Notable Qualifications

- 5 years of directly relevant experience responding to wildfire disasters
- Over 20 years of experience in operations planning and project management
- 18 years of environmental remediation and emergency response experience

Education / Special Training:

- BS, Environmental Science, University of Colorado Boulder, 2002
- OSHA 40-Hr HAZWOPER, 2010; 8-Hr Refresher, 2021
- CDOT Erosion Control Supervisor, 2021
- Certified Asbestos Building Inspector (CABI), 2010
- OSHA 500, 2010
- Mine Safety and Health Administration (MSHA), 2010

Experience Summary

Mr. Luke Matzke has nearly 20 years of experience providing environmental consultation and operations planning on a variety of projects, including wildfire debris response. As the principal and owner of Anders, he has subcontracted to ECC on multiple DMS and debris removal/recovery projects, working seamlessly alongside ECC personnel. A graduate of University of Colorado Boulder, Mr. Matzke is highly familiar with the areas in and around the Marshall wildfire. In the past, Mr. Matzke has also provided emergency response in Boulder County after the 2013 floods.

Relevant Experience and Accomplishments

Operations Manager, CalRecycle, Camp Fire Debris Removal, Butte County, Paradise, CA (Project 1) | \$550M | 03/2019 – 01/2020. SOW: Time-critical expedited/emergency response project involving 52 crews who executed soil/air sampling; personal air monitoring;

removal, segregation, and disposal of contaminated soil, burned debris, ash, concrete, metals, burned vehicles, and white waste; hazard tree removal; asbestos abatement; and septic tank abandonment for 4,848 individual properties affected by the 2018 Camp Fire. **Responsibilities:** Managed, coordinated, and implemented 55 to 60 debris removal crews tasked with removing fire debris from 4,853 impacted homes. Provided facility and staging area construction management. Interfaced with Cal Recycle subject matter experts (SME) and management to ensure debris removal adhered to FEMA and USACE reimbursement guidelines. Coordinated truck routes and provided efficiency optimization for 700 to 800 trucks daily. Managed six to eight Branch Chiefs. Coordinated with environmental teams to ensure environmentally impacted properties were safe prior to debris removal operations. Facilitated daily meetings between CalRecycle, H&S, debris removal contractors, trucking bosses, and ECC management to ensure a cohesive work environment. Managed the team with the highest production out of the three primary contractors. **Achievements:** Removed 1,585,889 total tons of debris, including 1,044,205 tons of ash and debris; 285,139 tons of concrete; 19,029 tons of recycled metal; 228,887 tons of contaminated soil; 3,841 vehicles; and 8,732 cubic yards of ACM. Received an "Exceptional" overall past performance evaluation rating from the client.

Operations Manager, CalRecycle, Carr Fire Debris Removal, Shasta County, CA (Project 3) | \$106.5M | 08/2018 – 02/2019. SOW: Time-critical debris management project involving 44 crews who executed site investigations for each property; removal of 52 hazard trees; ACM abatement and containerization; direct debris hauling and disposal of ash, concrete, scrap metal, contaminated soil, and C&D debris for 1,043 properties. **Responsibilities:** Provided direct management of 14 debris removal crews. Provided logistical planning and operational control of crews to maximize production efficiency while maintaining a safe work environment. Managed disposal facility to ensure safe operations. Managed clearance of impacted properties to facilitate construction of new homes or the sale of each lot. **Achievements:** Removed 523,454 total tons of debris, including 381,774 tons of ash and debris; 86,526 tons of concrete; 7,141 tons of metal; 46,808 tons of contaminated soil; 131 vehicles; and 1,022 tons of ACM. Performed 156,500 work hours with zero OSHA recordable or DART cases across an eight-month POP. Received a "Very Good" rating in the 2019 PPQ.

Environmental Coordinator/Construction Manager, GSA, Downing Reservoir-Implement CMWP for IA 14N, Denver, CO | \$21.4M | 08/2015 – 09/2018. SOW: Environmental project involving remediation of contaminated features within IA 14N, including a reservoir, former leach field, former landfill, and



sludge drying bed. Included excavation of 265,000 cubic yards of contaminated soil, import and placement of 5,000 cubic yards of rip rap, and import and placement of 3,000 cubic yards of topsoil.

Responsibilities: Managed seven subcontractors conducting excavation of 275,000 cubic yards of contaminated soils. Contaminants included heavy metals, asbestos, and solvents in an uncontrolled federal landfill. Coordinated with the CDPHE, GSA, third-party oversight, design engineers, Federal Protection Services, US Forest Service, and Federal utility officials. Installed and managed a groundwater treatment plant, groundwater interceptor trenches, and dewatering of a contaminated pond. Installed 1.4 million square feet of geo-composite, HDPE liner, and geotextile. Installed 160,000 cubic yards of structural fill to rebuild the reservoir. Supervised utility installation, construction of a 22-foot-tall overshot gate, reservoir outlet structures, 7,000 linear feet of various waterlines, and federally approved electrical installation. Conducted permanent groundwater treatment plant installation and prove out. **Achievements:** Received “Very Good” ratings in the Final November 2018 CPARS. Performed 526,510 work hours with zero OSHA recordable or DART cases.

Construction Services Manager, Multiple Clients, Boulder County, CO | 10/2016 – 11/2016. SOW:

Implemented a \$13M Natural Resources Conservation Service (NRCS)-funded emergency stream restoration projects in Boulder County. **Responsibilities:** Successfully restored 24 stream reaches. Supervised 10 to 15 Construction Managers who directed eight contractors. After the 2013 floods, supervised eight to 12 Debris Inspectors with a total of 25 to 30 contractors conducting hazardous debris removal in Boulder County for FEMA. Additional projects include:

- Primary watershed restoration contractor for Boulder County four-mile fire recovery
- Left-hand Canyon Emergency Road Construction
- James Canyon Emergency Road Construction
- Wagon Wheel Gap Winter Road Construction
- Gold Run Road Winter Road Construction
- Ward Road Winter Road Construction
- Flood mitigation structure installation



Kane McNeill, Environmental Manager, Lakewood, CO

Resume 3

Notable Qualifications

- 26 years of experience on environmental and radiological remediation programs for Federal and commercial clients

Education / Special Training:

- BS, Biology, University of Miami, 1994
- Certified Environmental Scientist, State of Colorado, Petroleum Storage Tank Committee, 1999
- USACE CQM, 2019
- OSHA 30-Hr Construction, 2018
- OSHA 8-Hr Supervisor, 2017
- OSHA 40-Hr HAZWOPER, 1995; 8-Hr Refresher, 2021

Experience Summary

Mr. Kane McNeill has 26 years of overall experience in environmental science and consulting as an Environmental Manager and Scientist. He is a Colorado-based environmental professional with 25 years of Colorado project experience and 25 years of soil and groundwater sampling and air monitoring expertise. Mr. McNeill is an expert in state regulations, with established relationships with CDPHE and USEPA Region 8. He has served as a Chemist and Environmental Scientist on multiple projects in the state of Colorado and provided support on a multitude of wildfire remediation and debris removal projects. As an Environmental Manager for DMS and debris removal/recovery projects, he has coordinated sample collection; developed electronic sampling;

identification and scheduling of related task for asbestos abatement; air monitoring; and other environmental-based tasks. He has developed tracking systems, managed multiple crews daily, and minimized transcription errors to ease sample review. Additionally, Mr. McNeill has supported site assessments, field operations, and chemistry services on large complex remedial actions and removal actions across the United States, providing technical support and oversight under CERCLA, TSCA, RCRA, Superfund Amendments and Reauthorization Act (SARA), National Contingency Plan (NCP), and National Priorities List (NPL) and interacted with regulators under the oversight of USEPA Regions 1, 2, 3, 4, 6, 7, 8, 9, and 10.

Relevant Experience and Accomplishments

Deputy Environmental Manager/Air Monitoring Manager, CalRecycle, Carr Fire Debris Removal, Shasta County, CA (Project 3) | \$106.5M | 08/2018 – 01/2019. SOW: Time-critical debris management project involving 44 crews who executed site investigations for each property; removal of 52 hazard trees; ACM abatement and containerization; direct debris hauling and disposal of ash, concrete, scrap metal, contaminated soil, and C&D debris for 1,043 properties. **Responsibilities:** Managed air sampling crews. Established sampling schedules, laboratory coordination, and data review. Developed and implemented access data base for managing Laboratory Electronic Data Deliverables (EDD). Prepared and submitted contractual daily summary air monitoring summary reports. Prepared and submitted employee exposure reports for subcontractors. Processed National Emission Standards for Hazardous Air Pollutants (NESHAP) notifications for chimney tipping and ACM abatement. Reviewed environmental permits and implemented them in the environmental protection plan. Oversaw ACM abatement activities and resource scheduling. **Achievements:** Removed 523,454 total tons of debris, including 381,774 tons of ash and debris; 86,526 tons of concrete; 7,141 tons of metal; 46,808 tons of contaminated soil; 131 vehicles; and 1,022 tons of ACM. Performed 156,500 work hours with zero OSHA recordable or DART cases across an eight-month POP. Received a "Very Good" rating in the 2019 PPQ.

Soil Sampling Manager (Napa, Mendocino, Sonoma) and Assistant County Manager/Data Manager (Lake County), USACE, ACI Debris Region 1 Indefinite Delivery/Indefinite Quantity (IDIQ), NorCal Wildfires Debris Removal and Cleanup, Sonoma, Lake, Mendocino, and Napa Counties, CA (Projects 6, 7, 8) | \$310M | 10/2017 – 04/2018. SOW: Six time critical DMS TOs (TO 0024, Project 6; TOs 16, 34, 50, 78, Project 7; TO 10, Project 8) under the USACE ACI Debris Region 1 IDIQ contract involving assessment of homes for household hazardous waste and ACM; installation of environmental controls; direct debris hauling and disposal; landfill facility improvement; and implementation of an ADMS for 3,577 properties across four counties. **Responsibilities:** Oversaw soil sampling activities and



data management, including tracking daily progress of completed activities. Performed QC review of completed site activities. Managed subcontractors, equipment acquisition, reconnaissance of properties prior to debris removal, and research on properties with data anomalies for Lake County. Managed daily sampling activities of soil sampling crews. Prepared daily summary reports of daily activities and QC review of completed field forms and soil sample shipments for Sonoma, Mendocino, and Napa Counties. Processed NESHAP notifications for chimney tipping and ACM abatement. Reviewed environmental permits and implemented them in the environmental protection plan. Oversaw ACM abatement activities and resource scheduling. **Achievements:** As one of California's largest wildfire cleanup contracts, a total of 423 crews recovered, segregated, and recycled over 310,423 tons of ash and debris; 114,206 tons of concrete; 7,663 tons of metal; 29,662 tons of contaminated soil across four counties. Performed 1,012,412 work hours across six TOs with only three OSHA recordable cases.

Environmental Manager/Air Monitoring Manager, ODOT, Wildfire Debris Removal and ROW

Hazardous Trees Removal, Various Locations, OR | \$64M | 11/2020 – 06/2021. SOW: Time-critical disaster response contract involving six crews who executed removal of contaminated ash and debris; segregation and recycling of concrete, scrap metal, and hazardous soil; asbestos abatements; removal of hazardous trees and backfill/ site restoration with erosion control on contract involving 330 individual fire-affected private properties from the 2020 Beachie Creek/Lionshead and Riverside fires.

Responsibilities: Managed the air monitoring program, asbestos abatement, chimney tipping, re-scrapes, erosion control, and environmental, historical, cultural (tribal) compliance. Established schedules, performed data tracking and review. Developed air monitoring and environmental plans. Processed NESHAP notifications for chimney tipping and ACM abatement. Reviewed environmental permits and implements them in the environmental protection plan. Oversaw ACM abatement activities and resource scheduling. Coordinated all historical, and cultural, and biological activities and operational issues with the state's consultant and state personnel. **Achievements:** Removed 85,771 total tons of debris, including 52,325 tons of ash and debris, 10,805 tons of concrete, 889 tons of metal, 21,324 tons of contaminated soil, and 428 tons of ACM. Performed 9,066 safety hours with zero OSHA recordable or DART cases over an 11-month POP.

Environmental Scientist, GSA, Downing Reservoir-Implement CMWP for IA 14N, Denver, CO |

\$21.4M | 08/2015 – 09/2018. SOW: Environmental project involving remediation of contaminated features within IA 14N. Excavated 265,000 cubic yards of contaminated soil, imported and placed 5,000 cubic yards of rip rap and 3,000 cubic yards of topsoil. **Responsibilities:** Oversaw project setup with laboratories, field staff, records review, laboratory coordination, Quality Assurance (QA)/QC review of field records associated with field sampling and laboratory data, and data review per the project guidelines. **Achievements:** Received "Very Good" ratings in the Final November 2018 CPARS. Performed 526,510 work hours with zero OSHA recordable or DART cases.



Marc Mizrahi, CHMM, Waste & Recycling Manager, Lakewood, CO

Resume 4

Notable Qualifications

- Certified Hazardous Materials Manager (CHMM), #13759, 2006, exp. 05/31/22
- 16 years of expertise leading operations planning for disaster debris cleanup projects over large geographic areas requiring multiple sectors and hundreds of response crews, haulers, TDSR operators, and technical staff
- 32 years of expertise in development of approaches for waste streams for treatment, recycling, reduction, loading, and T&D
- 32 years of expertise handling T&D and recycling of ACM, HHW, vegetative and green waste, radiological waste, contaminated ash, construction and demolition debris, and white goods

Education / Special Training:

- BA, Biology, State University of New York, Buffalo, 1984
- Superfund Radiation Risk Assessment, 2017
- Design and Construction Hazardous Waste Site Symposium, 2012, 2010, 2008
- USACE, CQM, 1999
- NJDEP, Certified Radon Measurement Specialist, 1991-1999
- USEPA, Radon Measurement Proficiency Program, 1991-1998
- DOE, Radiological Control Technician, 1994
- DOE, Hazardous Material Training Program, 1987

Experience Summary

Mr. Marc Mizrahi has 38 years of overall experience, with 17 years leading large-scale disaster mission planning and operational coordination, including tree removal, tree processing, ROWs, and private property debris removal (PPDR) debris collection/recycling/disposal. He has applicable experience leading large-scale removal operations and managing multiple waste streams from source to disposition, including multiple major wildfire disaster projects in California for state clients to include CalRecycle and CalOES. Mr. Mizrahi has been a CHMM for 16 years, with 34 years of expertise interpreting and applying RCRA, CERCLA, TSCA, NEPA, CAA, CWA, and OSHA. Additionally, he has served as a key member of the interagency pre-execution planning team for nine debris projects, evaluating and estimating debris types and volumes and determining resources to execute recovery. His extensive experience leading operations in rural and densely populated residential and commercial areas includes water management, debris, green waste, and hazardous tree removal and tree processing. He has 17 years of experience coordinating with debris monitoring contracts and integration/usage of automated data management systems for daily debris operations and reporting; 14 years of experience developing communication approaches and understanding debris permit requirements working with City and County governments on landfill locations; and 27 years of expertise with USEPA and DOT requirements for compliantly handling T&D of multiple waste streams on

debris removal and environmental remediation contracts. Mr. Mizrahi also orchestrates client requirements to execute large FEMA-funded project scopes of work (SOW) to ensure client satisfaction concerning each time-critical work element.

Relevant Experience and Accomplishments

Waste and Recycling Manager/Program Manager (PgM), CalRecycle, Camp Fire Debris Removal, Butte County, Paradise, CA (Project 1) | \$550M | 02/2019 – 04/2020. SOW: Time-critical expedited/emergency response project involving 52 crews who executed soil/air sampling; personal air monitoring; removal, segregation, and disposal of contaminated soil, burned debris, ash, concrete, metals, burned vehicles, and white waste; hazard tree removal; asbestos abatement; and septic tank abandonment for 4,848 individual properties affected by the 2018 Camp Fire. **Responsibilities:** Managed the program/operations planning and all waste disposal/recycling facilities, collaborating closely with CalRecycle, CalOES, the operations manager, and project stakeholders, including FEMA, and USEPA. Coordinated major resource mobilization, involving 100 staff within 24 hours of NTP and exceeding 500 during peak hours of operation. Worked with H&S to ensure workforce/worksites safety compliance at all facilities, onsite, and tracking/logging of debris removal activities on ADMS. Successfully brought online and utilized three landfills in three counties, two concrete recyclers, and one scrap metal-vehicle adjudication facility. **Achievements:** Removed 1,585,992 total tons of debris, including 1,044,205 tons of ash and debris; 285,139 tons of concrete; 19,029 tons of recycled metal; 228,887 tons of contaminated



soil; and 8,732 cubic yards of asbestos. Received an “Exceptional” overall past performance evaluation rating from the client.

Waste and Recycling Manager/PgM, CalRecycle, Fire Debris Removal/Recovery for the Woolsey and Hill Fires, Malibu, CA (Project 2) | \$132M | 02/2019 – 08/2019. SOW: Time-critical disaster response and recovery project involving 44 crews who executed assessment of underground utilities; breakup and removal of concrete; segregation and removal of burned vehicles; direct debris loading and hauling; and soil sample collection around the ash footprint for 929 total parcels across three counties affected by the Woolsey and Hill wildfires. **Responsibilities:** Managed program facility operations collaborating with CalRecycle and CalOES to ensure each facility was assessed, material profiling was executed, acceptance criteria adherence procedures were set in-place, and manifesting and monitoring contractor resource requirements were communicated and adhering to all applicable regulations. Successfully brought online two landfills, two concrete recycling facilities, and one scrap metal/vehicle adjudication facility. Managed all debris and recycling waste streams to full compliance with waste profiles and material acceptance criteria. **Achievements:** Removed 425,060 total tons of debris, including 276 hazardous trees; 259,449 tons of ash and debris; 87,870 tons of concrete; 6,013 tons of metal; 10 vehicles; 68,801 tons of contaminated soil; and 2,641 cubic yards of ACM.

Waste and Recycling Facility Manager/PgM, CalRecycle, Carr Fire Debris Removal, Shasta County, CA (Project 3) | \$106.5M | 08/2018 – 01/2019. SOW: Time-critical debris management project involving 44 crews who executed site investigations for each property; removal of 52 hazard trees; ACM abatement and containerization; direct debris hauling and disposal of ash, concrete, scrap metal, contaminated soil, and C&D debris for 1,043 properties. **Responsibilities:** Managed the program/operations planning and all waste disposal/recycling facilities requiring property and material evaluations, waste profiling, recycling facility assessments, and material approval. Led onsite property evaluation and investigation, tracking of type and volume of debris, property site control needs, and daily briefings. Identified and evaluated capabilities and procured 45 debris crews and four subcontractors. Defined, scheduled, and assigned multiple debris and asbestos abatement crews. Provided input into the DROP issued and maintained by CalRecycle. Negotiated disposal agreements at the Waste Management – Anderson Landfill and the West Central Landfill. Evaluated three concrete recycling facilities and brought them onto the project to maximize recycling while reducing hauling impacts. Successfully established a DMS for scrap metal and vehicles that resulted in centralized collection for these materials, increasing overall production of field crews and recycling effectiveness. Maintained signature authority for waste profiling and manifesting, purchasing, task budgeting, and project scheduling. **Achievements:** Removed 523,454 total tons of debris, including 381,774 tons of ash and debris; 86,526 tons of concrete; 7,141 tons of metal; 46,808 tons of contaminated soil; 131 vehicles; and 1,022 tons of ACM. Performed 156,500 work hours with zero OSHA recordable or DART cases across an eight-month POP. Received a “Very Good” rating in the 2019 PPQ.

PgM/Operations Planner, CalOES, 2017 Wildfire Debris Removal, Sonoma, Napa, and Mendocino Counties, CA (Project 5) | \$200M | 01/2018 – 07/2018. SOW: Time-critical debris removal and disaster response project involving 125 crews who executed debris identification, segregation, and removal operations from 925 properties. Included site investigations of each property; hazardous tree removal demolition of concrete, beams, slabs, and foundations; removal of ACM; hauling and disposal; and collection of soil samples to test for 17 heavy metals. **Responsibilities:** Managed rapid mobilization/startup within 24 hours of NTP. Led the onsite scope, safety, and QC briefings. Coordinated distribution of crew sizes and assignments. **Achievements:** Removed 389,713 total tons of debris, including 303,712 tons of ash and debris; 77,817 tons of concrete; 4,242 tons of metal; 639 vehicles; and 3,303 tons of contaminated soil. Executed 302,075 work hours with zero OSHA recordable or DART cases across a seven-month POP. Received an overall “Exceptional” rating in the 2019 PPQ.



Program Manager/Operations Planner, USACE, ACI Debris Region 1 IDIQ, NorCal Wildfires Debris Removal and Cleanup, Sonoma, Lake, Mendocino, and Napa Counties, CA (Projects 6, 7, 8) | \$310M | 10/2017 – 04/2018. **SOW:** Six-time critical DMS TOs (TO 0024, Project 6; TOs 16, 34, 50, 78, Project 7; TO 10, Project 8) under the USACE ACI Debris Region 1 IDIQ contract involving assessment of homes for household hazardous waste and ACM; installation of environmental controls; direct debris hauling and disposal; landfill facility improvement; and implementation of an ADMS for 3,577 properties across four counties. **Responsibilities:** Coordinated planning/execution of the DROP/supplemental planning documents to ensure compliant work execution and landfill management. Researched/negotiated all landfill terms and conditions, vetted permits, disaster waivers from the local water boards, and notice of intent to the air boards to allow increased capacity at each landfill. Developed area traffic management plans and truck haul routes to/from landfills/recycling centers. Managed all landfill waste acceptance documentation/authorization by USACE as a third-party agent to ship waste to end-state disposal sites. Coordinated with operations staff, logistics managers, and ADMS staff to deploy resources/coordinate logistics, streamlining implementation of waste/recyclable options. Worked with Sacramento District, USACE, and ECC management to address time-critical needs/information dissemination to eliminate delays. Managed 200 crews across four counties. **Achievements:** As one of California's largest wildfire cleanup contracts, a total of 423 crews recovered, segregated, and recycled over 310,423 tons of ash and debris; 114,206 tons of concrete; 7,663 tons of metal; 29,662 tons of contaminated soil across four counties. Performed 1,012,412 work hours across six TOs with only three OSHA recordable cases.

Deputy Program Manager/Operations Planner, USACE, Hurricane Sandy Debris, T&D Services, New York, NY | \$155.1M | 11/2012 – 06/2013. **SOW:** Time-critical debris removal project involving debris removal from ROWs, management of Total Debris Storage and Reduction Site (TDSR), transportation and disposal to landfills, debris reduction, PPDR, and ACM removal/disposal. **Responsibilities:** Provided a key role in the daily meetings with USACE and NYC Office of Environmental Management (OEM) to address and resolve issues. Coordinated work planning and execution of all operations plans for debris collection, tree removal and TDSR sites. Developed work zone traffic management plans, appropriate truck haul routes, and TDSR management plans. Conducted environmental baseline studies and beneficial reuse site studies. Provided client coordination and troubleshooting via daily interdisciplinary planning meetings for tree removal and waste management. Interfaced with each processing site and disposal facility/transfer station, providing compliant paperwork to USACE confirming permission to accept storm debris. Coordinated permitting, provided Notice of Intent for wetland debris removal, supported all beneficial reuse initiatives, and coordinated the PPDR to integrate and communicate coordination of debris management. Managed 11 field crews. Integrated with sector management teams to implement at the TDSRs incoming debris quantities, QC verification, utilizing and promulgating proper use of ADMS. **Achievements:** Screened and repurposed 175,000 cubic yards of sand; 25,394 cubic yards of total vegetative debris with 18,774 cubic yards vegetative/green waste; 6,620 cubic yards of vegetative waste contaminated with beetles; one load of HHW; and 172 tons of ACM and 14,595 cubic yards of ACM demolition debris. Removed, processed, and chipped 10,000 trees. Recommended a screening operation to separate clean sand from debris in lieu of T&D of all material, which was 100 percent effective in removing all debris and saved \$270 per cubic yard in disposal cost.



Guy Simmons, Property Damage Coordinator, Burlingame, CA

Resume 5

Notable Qualifications

- 5 years of experience in disaster response
- 27 years of experience as a Field Supervisor responsible for oversight of multiple laborers, operators, crafters, or tree cutters

Education / Special Training:

- Master of Engineering, Stevens Institute of Technology, 1993
- Engineering Management Certificate, Stevens Institute of Technology, 1993
- OSHA 40-Hr HAZWOPER, 2006; 8-Hr Refresher, 2021

Experience Summary

Mr. Guy Simmons has over 27 years of overall experience in project and operations management, including profit and loss accountability, operations, project development, construction management, community relations programs, and environmental compliance. He has over 5 years of experience in construction operations and disaster recovery projects that involve demolition operations, debris removal operations, hazardous waste management teams, and hazard tree removal operations. Mr. Simmons has been responsible for managing construction and operating budgets over \$400M. Additionally, he has managed critical path, QA/QC, safety programs, budgets, environmental and community relations issues, and

maintenance of good working relations with high-level and local government officials. He is skilled in obtaining optimal results by means of positive leadership, short- and long-term planning, schedule control, budget/cash flow management, active communication, and team building. Additionally, he is highly experienced in allocating resources, orchestrating field activities with the Superintendent, sequencing crews and trades, monitoring schedule compliance, oversight of reporting, and ensuring quality and safety.

Relevant Experience and Accomplishments

Property Damage Coordinator/PM, CalRecycle, Carr Fire Debris Removal, Shasta County, CA (Project 3) | \$106.5M | 08/2018 – 02/2019. SOW: Time-critical debris management project involving 44 crews who executed site investigations for each property; removal of 52 hazard trees; ACM abatement and containerization; direct debris hauling and disposal of ash, concrete, scrap metal, contaminated soil, and C&D debris for 1,043 properties. **Responsibilities:** Led initial team on the reconnaissance of the damaged areas. Reviewed all properties and calculated approximate expected waste streams for the various affected areas. Made initial contact and vetted debris removal subcontractors, asbestos abatement contractors, tree removal contractors, and trucking and hauling contractors. Met with and vetted the relevant landfills, metal recyclers, and end use facilities. Met with the local union officers to get an idea of what support could be provided. Located suitable areas for TDSR. **Achievements:** Removed 523,454 total tons of debris, including 381,774 tons of ash and debris; 86,526 tons of concrete; 7,141 tons of metal; 46,808 tons of contaminated soil; 131 vehicles; and 1,022 tons of ACM. Performed 156,500 work hours with zero OSHA recordable or DART cases across an eight-month POP. Received a "Very Good" rating in the 2019 PPQ.

Property Damage Coordinator/Operations Superintendent, USACE, ACI Debris Region 1 IDIQ, NorCal Wildfires Debris Removal and Cleanup, Sonoma, Lake, Mendocino, and Napa Counties, CA (Projects 6, 7, 8) | \$310M | 10/2017 – 04/2018. SOW: Six-time critical DMS TOs (TO 0024 [Project 6]; TOs 16, 34, 50, 78 [Project 7]; TO 10 [Project 8]) under the USACE ACI Debris Region 1 IDIQ contract involving assessment of homes for household hazardous waste and ACM; installation of environmental controls; direct debris hauling and disposal; landfill facility improvement; and implementation of an ADMS for 3,577 properties across four counties. **Responsibilities:** Overall all field operations, Site Superintendents, and subcontractors. Served as the main interface with CalOES and USACE. Oversaw subcontractors who performed debris cleanup and T&D to approved landfills and recyclers. Ensured the DROP was followed. Dealt with issues with field personnel, the client, and homeowners. Worked with Native American tribes for tribal land monitoring. **Achievements:** As one of California's largest wildfire cleanup contracts, a total of 423 crews recovered, segregated, and recycled over 310,423 tons of ash and debris; 114,206 tons of concrete; 7,663 tons of metal; 29,662 tons of



contaminated soil across four counties. Performed 1,012,412 work hours across six TOs with only three OSHA recordable cases.

Property Damage Coordinator/Operations Superintendent, USACE, Hurricane Katrina, Debris Removal and Site Management, New Orleans, LA | \$448.5M | 04/2004 – 03/2008. SOW: Time-critical disaster response project involving debris removal for vegetative, white goods, and e-wastes alongside storm debris removal operations, demolition operations, sewer cleanup, municipal waste collection, landfill operation, baseline sampling, medical waste management, canal clearance, structural demolition, and ACM surveys and demolition. **Responsibilities:** Oversaw construction and operation of the first USACE landfill with a construction debris grinding operation. Acted as the primary liaison between government entities. Developed SOWs for individual projects from the US Army. Led the demolition in Plaquemines Parish. Created the plan and was the first to demolish house contaminated with ACM. Implemented the safety and quality programs. Implemented QC work plans, AHAs, and waste reduction and disposal plans. Obtained approvals on various required permits. **Achievements:** Achieved 1 million safe labor hours during removal of demolition structure debris and hauling of 27.7 million cubic yards of asbestos and non-asbestos debris. Cleared over 2 million cubic yards of debris; 18,000 tons of municipal waste; demolition of unsafe dwellings; and cleanup of 1.5 million pounds of food remaining in storage and freezers.

Operations Superintendent, USACE, Li Tungsten Superfund Site, Glen Cove NY | \$3.85M | 08/2002 – 06/2003. SOW: Hazardous waste project involving excavation, transportation, and disposal of hazardous soil. **Responsibilities:** Oversaw crews that tested and removed the radioactive soil. Managed air monitoring, baseline testing, implementation of the soil testing plan, scraping, and backing the soil and sending to the hazardous waste landfill. Coordinated with the laboratories and various stakeholders to ensure the site was properly cleaned to local and national standards. **Achievements:** Received a Certificate of Merit from the National Safety Council (NSC) for successful completion of 45,000 cubic yards of arsenic-contaminated soil under 24,000 work hours with no OSHA recordable injuries or illnesses.



Chris Peck, Operations Planner, Lakewood, CO

Resume 6

Notable Qualifications

- 6 years of experience in data management, including property databases, completion reports, and GIS management
- 5 years of directly relevant experience responding to wildfire disasters

Education / Special Training:

- BS, Environmental Engineering, CA Polytechnic State University, 2012
- Engineer in Training, Cert. #143150, CA Board for Professional Engineers, Land Surveyors, and Geologists
- CPR/FA/AED/BBP, 2017

Experience Summary

Mr. Chris Peck has six years of experience in operations planning, including data management for property databases, completion reports, and geographic information systems (GIS) management. Mr. Peck brings recent experience in wildfire residential cleanup, debris collection, sorting, and transport on the Northern California wildfires encompassing the CalRecycle Fire Debris Removal and Recovery Services for the Carr Fire; the CalOES 2017 Wildfire Debris Removal (Sonoma, Mendocino, and Napa Counties); and the USACE ACI Debris Region 1 NorCal Wildfires Debris Removal and Cleanup. As an Operations Planner and Data Manager, he has been responsible for property data management,

coordination of field work for property completion reports, managing property lists for cleanup activities assignments, tracking progress, and forecasting completion dates. His expertise in GIS management has proved to be highly valuable during residential cleanup, debris collection/sorting, and transport, as it facilitated traffic management plans and implementation, field activities planning, crew work assignments, transportation routes, and debris disposal. As an Environmental Engineer locally based in Lakewood, CO, Mr. Peck is also experienced in Phase I, II, and III Environmental Site Assessments; implemented a CWMP under USEPA and RCRA regulations; and is highly familiar with DoD guidelines, OSHA standards, USACE QC protocols, Federal Acquisition Regulation (FAR) codes, air quality measurements, including stack sampling OSHA personnel monitoring, regulated work area perimeter monitoring, and ambient air quality.

Relevant Experience and Accomplishments

Deputy Planning Chief/Environmental Engineer, CalRecycle, Camp Fire Debris Removal, Butte County, Paradise, CA (Project 1) | \$550M | 02/2019 – 12/2019. SOW: Time-critical

expedited/emergency response project involving 52 crews who executed soil/air sampling; personal air monitoring; removal, segregation, and disposal of contaminated soil, burned debris, ash, concrete, metals, burned vehicles, and white waste; hazard tree removal; asbestos abatement; and septic tank abandonment for 4,848 individual properties affected by the 2018 Camp Fire. **Responsibilities:** Oversaw property data management, including recording field activities, coordinating work for property completion reports, managing property lists for cleanup activities assignments, tracking progress, and forecasting completion dates. Provided GIS management for field planning, including field crew's assignments, transportation routes, and disposal. **Achievements:** Removed 1,585,992 total tons of debris, including 1,044.205 tons of ash and debris; 285,139 tons of concrete; 19,029 tons of recycled metal; 228,887 tons of contaminated soil; and 8,732 cubic yards of asbestos. Received an "Exceptional" overall past performance evaluation rating from the client, including "Exceptional" rating in the areas of schedule, customer satisfaction, personnel management, and safety.

Data Manager/Environmental Engineer, CalRecycle, Carr Fire Debris Removal, Shasta County, CA (Project 3) | \$106.5M | 08/2018 – 01/2019. SOW: Time-critical debris management project involving 44

crews who executed site investigations for each property; removal of 52 hazard trees; ACM abatement and containerization; direct debris hauling and disposal of ash, concrete, scrap metal, contaminated soil, and C&D debris for 1,043 properties. **Responsibilities:** Oversaw property data management, including recording field activities, coordinating work for property completion reports, managing property lists for cleanup activities assignments, tracking progress, and forecasting completion dates. Provided GIS management for field activities planning, including field crew's assignments, transportation routes, and



disposal. **Achievements:** Removed 523,454 total tons of debris, including 381,774 tons of ash and debris; 86,526 tons of concrete; 7,141 tons of metal; 46,808 tons of contaminated soil; 131 vehicles; and 1,022 tons of ACM. Performed 156,500 work hours with zero OSHA recordable or DART cases across an eight-month POP. Received a “Very Good” rating in the 2019 PPQ.

Data Manager/Environmental Engineer, CalOES, 2017 Wildfire Debris Removal, Sonoma, Napa, and Mendocino Counties, CA (Project 5) | \$200M | 10/2017 – 04/2018. SOW: Time-critical debris

removal and disaster response project involving 125 crews who executed debris identification, segregation, and removal operations from 925 properties. Included site investigations of each property; hazardous tree removal demolition of concrete, beams, slabs, and foundations; removal of ACM; hauling and disposal; and collection of soil samples to test for 17 heavy metals. **Responsibilities:** Oversaw property data management, including recording field activities, coordinating work for property completion reports, managing property lists for cleanup activities assignments, tracking progress, and forecasting completion dates. Provided GIS management during residential cleanup, debris collection/sorting, and transport, assisting with traffic management plans and implementation.

Achievements: Removed 389,713 total tons of debris, including 303,712 tons of ash and debris; 77,817 tons of concrete; 4,242 tons of metal; 639 vehicles; and 3,303 tons of contaminated soil. Executed 302,075 work hours with zero OSHA recordable or DART cases across a seven-month POP. Received an overall “Exceptional” rating in the 2019 PPQ.

PM, USACE, ACI Debris Region 1 Contract, NorCal Wildfires Debris Removal and Cleanup, Sonoma, Lake, Mendocino, and Napa Counties, CA (Projects 6, 7, 8) | \$310M | 10/2017 – 04/2018.

SOW: Six-time critical DMS task orders (TO 0024, Project 6; TOs 16, 34, 50, 78, Project 7; TO 10, Project 8) under the USACE ACI Debris Region 1 IDIQ contract involving assessment of homes for household hazardous waste and ACM; installation of environmental controls; direct debris hauling and disposal; landfill facility improvement; and implementation of an ADMS for 3,577 properties across four counties. **Responsibilities:** Coordinated property data management, including recording field activities and work for property completion reports. Managed property lists for cleanup activities assignments, tracking progress, and forecasting completion dates. Provided GIS management for field activities planning, including field crew’s assignments, transportation routes, and disposal. **Achievements:** As one of California’s largest wildfire cleanup contracts, a total of 423 crews recovered, segregated, and recycled over 310,423 tons of ash and debris; 114,206 tons of concrete; 7,663 tons of metal; 29,662 tons of contaminated soil across four counties. Performed 1,012,412 work hours across six task orders with only three OSHA recordable cases.

Operations Planner/Project Engineer, CalRecycle, Fire Debris Removal and Recovery Services for the Central Division 2021 Fires, Alpine, El Dorado, Placer, Nevada, and Lake Counties, CA | \$49.9M | 10/2021 – Present. SOW: Time-critical DMS that involves recovery, segregation, and recycling of

concrete, scrap metal, and removal/disposal of ash and debris and contaminated soils, as well as the felling and removal of hazard trees. **Responsibilities:** Oversees property data management, including recording field activities, managing property lists for cleanup activities assignments, tracking progress, and forecasting completion dates. Supported subcontractor and client invoicing. Provided GIS management for field activities planning, including field crew’s assignments, transportation routes, and disposal.

Data Manager/Environmental Engineer, ODOT, Wildfire Debris Removal and ROW Hazardous Trees Removal, Various Locations, OR | \$64M | 01/2021 – 07/2021. SOW: Time-critical disaster

response contract involving **six crews** who executed removal of contaminated ash and debris; segregation and recycling of concrete, scrap metal, and hazardous soil; asbestos abatements; removal of hazardous trees and backfill/ site restoration with erosion control on contract involving 330 individual fire-affected private properties from the 2020 Beachie Creek/Lionshead and Riverside fires. **Responsibilities:** Oversaw property data management, including recording field activities. Managed property lists for cleanup activities assignments, tracking progress, and forecasting completion dates. Provided GIS



management for field activities planning, including the field crew's assignments, transportation routes, and disposal. **Achievements:** Removed 85,771 total tons of debris, including 52,325 tons of ash and debris, 10,805 tons of concrete, 889 tons of metal, 21,324 tons of contaminated soil, and 428 tons of ACM. Performed 9,066 safety hours with zero OSHA recordable or DART cases over an 11-month POP.

Project Engineer, USACE, Colorado Convention Center COVID-19 Alternate Care Facility, Denver, CO | \$19.6M | 04/2020 – 06/2020. SOW: Time-critical emergency response project involving new construction to convert the 579,000 square-foot Colorado Convention Center into an alternate care facility with the capacity of treating up to 1,243 patients adversely affected by COVID-19. **Responsibilities:** Oversaw QC and documentation of vendor and subcontractor work, including inventory management, vendor submittal reviews, and as-built drawings. Prepared floor plan layout, furnishment, and video security of temporary on-site pharmacy. **Achievements:** Completed 60,807 labor hours over the duration of the project with no OSHA recordables. Medically screened and checked an average of 368 workforce personnel per day, ranging to a high of 625 workers. Completed the project with no known cases of COVID-19 infection.

Environmental Engineer, GSA, Downing Reservoir-Implement CMWP for IA 14N, Denver, CO | \$21.4M | 08/2015 – 09/2018. SOW: Environmental project involving remediation of contaminated features within IA 14N, including a reservoir, former leach field, former landfill, and sludge drying bed. Included excavation of 265,000 cubic yards of contaminated soil, import and placement of 5,000 cubic yards of rip rap, and import and placement of 3,000 cubic yards of topsoil. **Responsibilities:** Supported both safety and QC efforts as well as environmental engineering responsibilities on field work. QC-specific tasks include generating submittal registry from relevant specifications and standard operating procedures (SOP); uploading and tracking of all construction submittals, notifications, and approvals; analytical results validation, compilation, and database upload (soil, air, groundwater, geotechnical, asbestos); truck manifest tracking; and creating daily QC reports, weekly SWPPP Inspections, vehicle and equipment decontamination inspections, and a project photo log. Conducted daily H&S tailgate meetings, daily plan of the day meetings, and weekly H&S inspections. Assisted with quarterly National Pollutant Discharge Elimination System (NPDES) Discharge Monitoring Reports. Assisted with Operations and Maintenance (O&M) of temporary groundwater treatment plant. **Achievements:** Received "Very Good" ratings in the Final November 2018 CPARS. Performed 526,510 labor hours with zero OSHA recordable or DART cases.



Ted Johnson, H&S Officer, Lakewood, CO

Resume 7

Notable Qualifications

- 3 years of experience with disaster response
- 29 years of H&S expertise, including inspections, reporting, developing, and implementing H&S plans, and establishing exclusion zones for debris recovery projects involving HHW and vegetative and green waste
- 25 years of expertise communicating with Federal regulators that include OSHA, USEPA, and DOT, state environmental and OSHA regulators, and local police and fire departments on emergency response and traffic and hauling plans
- Trained hundreds of workers in fall protection, hot work, noise, and hearing hazards, lockout/tagout, confined space, standard operating procedures (SOP), APPs, Site Safety and Health Plans (SSHP), AHAs, and air monitoring programs
- Located in Denver, CO (ECC Lakewood office)

Education / Special Training:

- USACE CQM, #7842055, 2015, 2021
- USACE 40-Hr EM 385, 2021
- OSHA 40-Hr HAZWOPER, 1999; 8-Hr Refresher, 2021
- First Aid/CPR, 2020
- Medical Surveillance, 2018
- Bloodborne Pathogens, 2018
- Hazardous Communications, 2017
- OSHA 30-Hr Construction S&H, 2014
- SSHP Refresher, Cranes and Derricks, Noise and Hearing, Fall Protection, Scaffolding, Excavation and Trenching, 2012
- DOT Security Awareness, 2009
- Hazardous Materials Transportation 49 CFR 172.704 (1) (2) (3) (4), 2009
- DOT Hazardous Materials Shipping 49 CFR 172, 2006
- OSHA 10-Hr OSHA Construction, 2005
- OSHA 8-Hr Supervisor, 2005
- Qualified Beryllium Worker, 2002
- Qualified Waste Generator, 2002

loading and hauling; and soil sample collection around the ash footprint for 929 total parcels across three counties affected by the Woolsey and Hill wildfires. **Responsibilities:** Provided EH&S support during an emergency response debris recovery operation across two counties in full compliance with Ventura County, Los Angeles County, and CalOES requirements. Managed and observed operations of five subcontractors. Provided oversight of the air monitoring program, reviewed air monitoring reports, and ensured proper documentation was maintained. Prepared, reviewed, and approved APP, including site-specific AHAs and other attachments and the Illness and Injury Prevention Program. Conducted H&S training for all subcontractors and debris crews on fall protection, standard operating procedures, air

Experience Summary

Mr. Ted Johnson has 29 years of H&S, health physics management, and OSHA regulatory compliance experience executing large-scale emergency response to debris recovery operations following fires. Under the USACE ACI and California state-led wildfires response contracts, he has provided safety oversight for four multi-year contracts for debris cleanup mission using up to 200 debris removal crews and 30 subcontracts in handling waste streams of concrete, metals, ash, HHW, and vegetative and green waste. As a H&S Officer and Environmental Safety and Health (ES&H) Manager, he has long-term experience providing planning, on-site H&S oversight, site hazard assessment, development, and implementation of Accident Prevention Plans (APPs) /SSHPs, air monitoring, and H&S surveillance at over 40 projects. As an ES&H Manager on large-scale emergency response debris recovery missions, Mr. Johnson has direct experience performing all H&S requirements, including serving as a member of the pre-execution planning team responsible for determining types and quantities of debris, segregation and reduction methods, and traffic and haul routes to protect the public.

Additionally, he has managed H&S safety operations for remediation and debris removal, segregation, reduction, packaging, and T&D services of all types of waste streams on large multi-year environmental contracts valued at \$174.4M across US Army depots, US Air Force bases, munitions centers, military reservations, research centers, landfills, Superfund sites, and industrial operations and processing plants.

Relevant Experience and Accomplishments

EH&S Manager, CalRecycle, Fire Debris Removal/Recovery for the Woolsey and Hill Fires, Malibu, CA (Project 2) | \$132M | 02/2019 – 08/2019.

SOW: Time-critical disaster response and recovery project involving 44 crews who executed assessment of underground utilities; breakup and removal of concrete; segregation and removal of burned vehicles; direct debris



monitoring protocols, and safety issues. Held daily meetings to review personal protective equipment (PPE), air monitoring results, inspections, and hazards. Ensured pedestrian and traffic controls complied with EM 385-1-1. Conducted accident and near miss investigations and submitted reports. Conducted personnel monitoring of contaminants that included asbestos, various metals, silica respirable dust, chromium, mercury, and silver. Also performed community monitoring via telemetry, where notifications are received for elevated levels of dust, asbestos, and metals. For every five crews in the field, one crew received 100% monitoring. **Achievements:** Removed 425,060 total tons of debris, including 276 hazardous trees; 259,449 tons of ash and debris; 87,870 tons of concrete; 6,013 tons of metal; 10 vehicles; 68,801 tons of contaminated soil; and 2,641 cubic yards of ACM.

Deputy EH&S Manager, CalRecycle, Debris Removal for Carr Fire, Shasta County, CA (Project 3) | \$106.5M | 08/2018 – 01/2019. **SOW:** Time-critical debris management project involving 44 crews who executed site investigations for each property; removal of 52 hazard trees; ACM abatement and containerization; direct debris hauling and disposal of ash, concrete, scrap metal, contaminated soil, and C&D debris for 1,043 properties. **Responsibilities:** Provided EH&S management as the Deputy EH&S Manager. Monitored H&S of 12 subcontractors and 30 debris crews. Participated as a member of the preplanning execution team who evaluated debris quantity and type, defined traffic control and haul routes, determined permitted landfills, evaluated safety hazards, and performed environmental H&S evaluations. Attended plan-of-the-day meetings to review work assignments, progress, and schedule. Provided H&S oversight and monitored property and loading worker safety. Prepared, reviewed, and approved task order level APP, including site-specific AHAs. Conducted EH&S training on APP, standard operating procedures, fall protection, PPE, and air monitoring protocols, and other safety procedures. Ensured pedestrian and traffic was controlled in compliance with EM 385-1-1. Hosted daily briefings with the debris crews on air monitoring results, safety issues, and hazards. Conducted accident and near miss investigations and submitted reports. Established protocol for personnel and community sampling and monitoring. Monitored personnel who handled contaminants of asbestos, various metals, silica respirable dust, chromium, mercury, and silver. **Achievements:** Removed 523,454 total tons of debris, including 381,774 tons of ash and debris; 86,526 tons of concrete; 7,141 tons of metal; 46,808 tons of contaminated soil; 131 vehicles; and 1,022 tons of ACM. Performed 156,500 work hours with zero OSHA recordable or DART cases across an eight-month POP. Received a “Very Good” rating in the 2019 PPQ.

EH&S Manager, CalOES, 2017 Wildfire Debris Removal, Sonoma, Napa, and Mendocino Counties, CA (Project 5) | \$200M | 10/2017 – 01/2018. **SOW:** Time-critical debris removal and disaster response project involving 125 crews who executed debris identification, segregation, and removal operations from 925 properties. Included site investigations of each property; hazardous tree removal demolition of concrete, beams, slabs, and foundations; removal of ACM; hauling and disposal; and collection of soil samples to test for 17 heavy metals. **Responsibilities:** Oversaw safety operations during debris recovery, segregation, reduction, and/or disposal. Member of the pre-execution team who evaluated properties, determined number and type of debris, reviewed traffic controls and haul routes, and defined permits. Managed six sector safety officers who monitored debris operations at various properties and interfaced with USACE’s H&S personnel daily on activities. Held daily meetings with debris crews to review hazards, safety issues, inspections, and air monitoring results. Provided EH&S oversight and executed air monitoring programs for personnel and the community. Performed personnel air monitoring for asbestos, various metals, silica respirable dust, chromium, and mercury contaminants. Conducted community monitoring, via telemetry, and notifications were received for elevated levels of dust, asbestos, and metals. Provided perimeter asbestos monitoring for properties that contained asbestos contamination with total dust using PDR-1000 instruments to provide real time information. Provided daily reports. Retrieved data analysis and compiled results for exposure reports to the ECC corporate H&S Director. **Achievements:** Removed 389,713 total tons of debris, including 303,712 tons of ash and debris; 77,817 tons of concrete; 4,242 tons of metal; 639 vehicles; and 3,303 tons of contaminated soil. Executed



302,075 work hours with zero OSHA recordable or DART cases across a seven-month POP. Received an overall “Exceptional” rating in the 2019 PPQ.

ES&H Manager, USACE Tulsa, Debris Removal and Embankment Repairs, Granger, Elton and Navarro Mills Lakes, TX | \$26.4M | 07/2009 – 10/2010. SOW: Debris removal and recovery project involving improvements to dams damaged by flooding from hurricanes and heavy storms alongside T&D of vegetation, placement of 278,916 tons of new 48-inch and 24-inch rip rap and placement of 36,504 tons of new 9-inch bedding material. **Responsibilities:** Managed and performed H&S oversight and enforcement during earth work improvements to dams damaged by flooding from hurricanes and heavy storms across three sites. Performed safety oversight during removal of vegetation debris and rip-rap, loading, and T&D to local landfills. Monitored workers during the subsequent embankment repairs. Participated in a partnering session with USACE to determine the work approach to debris removal and repair to comply with federal, state, and local environmental and construction requirements. Developed the SSHP, APP, AHAs, and the emergency response plans and coordinated modifications with the PM. Ensured compliance with the SSHP including site controls, standard operating procedures used to minimize hazards, safe use of engineering controls, activity hazards analyses, air monitoring, proper use of PPE, and decontamination procedures. Performed daily monitoring for dust, noise and heat stress, and calibrated equipment. Conducted daily H&S briefings with the work force on air monitoring and inspection results, and safety hazards. Executed required equipment inspection program for all equipment received or departing the project sites and prepared site reports. **Accomplishments:** No OSHA recordables or lost time accidents occurred. Received the Lone Star Award from the Fort Worth Engineer District for excellence through safety.

Site Safety & Health Officer, Kaiser-Hill Company, Rocky Flats Environmental Technology Site, Golden, CO | \$6.5M | 02/2002 – 03/2003. SOW: Involved dismantlement and decontamination of Building 865, removal of radiological and beryllium contaminated equipment inside the building and interior structures, decontamination, packaging, and T&D of equipment and building components, and segregation and loading of demolition debris with off-site disposal. **Responsibilities:** Performed H&S oversight. Conducted air sampling of confined spaces, daily safety inspections of equipment, hosting of pre-job briefings, and daily tailgate safety meetings to review hazards and inspection results. Assisted in development of job hazard analyses and work plans. **Accomplishments:** Completed the decommissioning of building and debris segregation and T&D with no OSHA recordables or lost time accidents during over a year of operations.



Ray Velazquez, Lead Operations Superintendent, Burlingame, CA

Resume 8

Notable Qualifications

- 21 years of experience supervision construction, demolition, and debris removal operations; hazardous waste management teams; hazard tree removal or fixed works operations
- 11 years of experience as a PM/Operations Supervisor
- Experienced with hazard tree removal as demonstrated as the Technical Lead/Project Manager, USAESC Huntsville, Robotic Tree Cutting and Thinning

Education / Special Training:

- BS, Business Administration, Columbia Southern University, 2009
- BS, Criminology, Southern Illinois University, 1993
- OSHA 40-Hr HAZWOPER Training, 2004; 8-Hr Refresher, 2020
- OSHA 10-Hr Construction Safety, 2005
- OSHA 30-Hr Outreach Training for Construction Industry, 2010
- OSHA 8-Hr HAZWOPER Supervisor, 2006
- OSHA Construction Industry Safety and Health, 10-Hr Supervisors, 2006
- Earned Value Management System, 2008
- ISEE Level 1, 2003
- Managing Government Contracts, 2006
- Master EOD Technician, 1999

Experience Summary

Mr. Ray Velazquez has 21 years of overall experience in DMS and disaster recovery, including field supervision, oversight of residential cleanup and collection, sorting, and transport for wildfire debris and hazard tree felling and thinning using mechanical removal equipment, robotic technology, and traditional climbing/felling processes. Notably, he has been an operations supervisor for debris collection, sorting, and transport for seven wildfire projects between 2017 and 2022 in California and Oregon and tree cutting and thinning of 4,500 trees in an 830-acre site at Aerial Gunnery Range, Fort Bragg, NC using robotic technology. He has 11 years of experience as a PM/Operations Supervisor and is experienced across multiple disaster recovery projects and monitoring capacity and supervising up to 50 crews and 10 major subcontractors at a time, closely collaborating with multiple major Federal, state, and local stakeholders, such as CalOES, CalRecycle, FEMA, USACE, and local government agencies.

Relevant Experience and Accomplishments

Operations Supervisor, CalRecycle, Camp Fire Debris Removal, Butte County, Paradise, CA (Project 1) | \$550M | 09/2019 – 04/2020. SOW: Time-critical expedited/emergency response project involving 52 crews who executed soil/air sampling; personal air monitoring; removal, segregation, and disposal of contaminated soil, burned debris, ash, concrete, metals, burned vehicles, and

white waste; hazard tree removal; asbestos abatement; and septic tank abandonment for 4,848 individual properties affected by the 2018 Camp Fire. **Responsibilities:** Oversaw resourcing, scheduling, cost control, and measuring performance against objectives. Provided oversight of technical, safety and quality objectives, including field implementation of the DROP, ensuring compliance with quality, safety, and monitoring/ documentation requirements in support of the CalRecycle program. **Achievements:** Removed 1,585,992 total tons of debris, including 1,044,205 tons of ash and debris; 285,139 tons of concrete; 19,029 tons of recycled metal; 228,887 tons of contaminated soil; and 8,732 cubic yards of asbestos. Received an "Exceptional" overall past performance evaluation rating from the client.

Lead Operations Superintendent, CalRecycle, Fire Debris Removal/Recovery for the Woolsey and Hill Fires, Malibu, CA (Project 2) | \$132M | 02/2019 – 08/2019. SOW: Time-critical disaster response and recovery project involving 44 crews who executed assessment of underground utilities; breakup and removal of concrete; segregation and removal of burned vehicles; direct debris loading and hauling; and soil sample collection around the ash footprint for 929 total parcels across three counties affected by the Woolsey and Hill wildfires. **Responsibilities:** Managed debris removal operations, ensuring full compliance with Ventura County, Los Angeles County, CalRecycle, CalOES, and FEMA requirements. Served as single POC with full authority to commit and organize all company and project resources, including subcontractor procurement. Oversaw subcontractor management; property owner assistance; burned debris and ash removal; asbestos abatement; concrete/metals removal, disposal, and recycling (including burned vehicles/white waste); contaminated soil removal/ disposal; hazard tree removal; chimney/wall demolition/ septic tank abandonment; erosion and dust control, street sweeping, etc.; and traffic controls/road maintenance. **Achievements:** Removed 425,060 total tons of debris, including 276



hazardous trees; 259,449 tons of ash and debris; 87,870 tons of concrete; 6,013 tons of metal; 10 vehicles; 68,801 tons of contaminated soil; and 2,641 cubic yards of ACM.

Lead Operations Superintendent, CalRecycle, Carr Fire Debris Removal, Shasta County, CA

(Project 3) | \$106.5M | 08/2018 – 01/2019. SOW: Time-critical debris management project involving 44 crews who executed site investigations for each property; removal of 52 hazard trees; ACM abatement and containerization; direct debris hauling and disposal of ash, concrete, scrap metal, contaminated soil, and C&D debris for 1,043 properties. **Responsibilities:** Oversaw field implementation of the DROP, including ensuring compliance with quality, safety, and monitoring/documentation requirements in support of the CalRecycle program. **Achievements:** Removed 523,454 total tons of debris, including 381,774 tons of ash and debris; 86,526 tons of concrete; 7,141 tons of metal; 46,808 tons of contaminated soil; 131 vehicles; and 1,022 tons of ACM. Performed 156,500 work hours with zero OSHA recordable or DART cases across an eight-month POP. Received a “Very Good” rating in the 2019 PPQ.

Lead Operations Superintendent, CalOES, 2017 Wildfire Debris Removal, Sonoma, Napa, and Mendocino Counties, CA (Project 5) | \$200M | 01/2018 – 05/2018. SOW:

Time-critical debris removal and disaster response project involving 125 crews who executed debris identification, segregation, and removal operations from 925 properties. Included site investigations of each property; hazardous tree removal demolition of concrete, beams, slabs, and foundations; removal of ACM; hauling and disposal; and collection of soil samples to test for 17 heavy metals. **Responsibilities:** Managed debris removal operations, and residential cleanup, debris collection/sorting/transport, and assisting with traffic management plans. Worked with CalOES to address time-critical needs and information dissemination to eliminate delays with decision-making and issue resolution. Ensured availability of personnel, and coordinated QC with ECC and 15 subcontractors, and multiple debris removal, asbestos abatement, and hauling crews. Assisted in implementing BMP on stormwater pollution prevention. **Achievements:** Removed 389,713 total tons of debris, including 303,712 tons of ash and debris; 77,817 tons of concrete; 4,242 tons of metal; 639 vehicles; and 3,303 tons of contaminated soil. Executed 302,075 work hours with zero OSHA recordable or DART cases across a seven-month POP. Received an overall “Exceptional” rating in the 2019 PPQ.

Lead Operations Superintendent, USACE, ACI Debris Region 1 IDIQ, NorCal Wildfires Debris Removal and Cleanup, Sonoma, Lake, Mendocino, and Napa Counties, CA (Projects 6, 7, 8) |

\$310M | 10/2017 – 12/2017. SOW: Six-time critical DMS TOs (TO 0024, Project 6; TOs 16, 34, 50, 78, Project 7; TO 10, Project 8) under the USACE ACI Debris Region 1 IDIQ contract involving assessment of homes for household hazardous waste and ACM; installation of environmental controls; direct debris hauling and disposal; landfill facility improvement; and implementation of an ADMS for 3,577 properties across four counties. **Responsibilities:** Managed operations and oversaw quality control for specific sectors on debris removal operations projects. Led residential cleanup, debris collection, sorting, and transport. Worked with the client to address time-critical needs and information dissemination to eliminate delays with decision-making and issue resolution. Assigned resources and coordinated QC with 15 subcontractors and multiple debris removal, asbestos abatement, and waste hauling crews. Ensured property owners’ satisfaction in rights of entry and debris removal finalization. Completed and submitted 1,018 homeowner reports. Successfully employed ADMS and oversaw final homeowner reporting. **Achievements:** As one of California’s largest wildfire cleanup contracts, a total of 423 crews recovered, segregated, and recycled over 310,423 tons of ash and debris; 114,206 tons of concrete; 7,663 tons of metal; 29,662 tons of contaminated soil across four counties. Performed 1,012,412 work hours across six TOs with only three OSHA recordable cases.

Lead Operations Superintendent, ODOT, Wildfire Debris Removal and ROW Hazardous Trees Removal, Various Locations, OR | \$64M | 11/2020 – 06/2021. SOW:

Time-critical disaster response contract involving six crews who executed removal of contaminated ash and debris; segregation and recycling of concrete, scrap metal, and hazardous soil; asbestos abatements; removal of hazardous trees and backfill/ site restoration with erosion control on contract involving 330 individual fire-affected



private properties from the 2020 Beachie Creek/Lionshead and Riverside fires. **Responsibilities:** Managed oversight for this time-critical debris removal operations and hazardous tree removal operations contract that involved over 330 private properties requiring planning, assigning personnel and resources, and coordinating QC activities to ensure compliance with quality, safety, and monitoring/documentation requirements. **Achievements:** Removed 85,771 total tons of debris, including 52,325 tons of ash and debris, 10,805 tons of concrete, 889 tons of metal, 21,324 tons of contaminated soil, and 428 tons of ACM. Performed 9,066 safety hours with zero OSHA recordable or DART cases over an 11-month POP.

Robotics Technical Lead/Project Manager, USAESC Huntsville, Robotic Tree Cutting and Thinning, Aerial Gunnery Range, Fort Bragg, NC | \$6.4M | 04/2015 – 12/2016. SOW: Military munitions response project involving tree cutting over an 829.5-acre area with considerations for local species (Red Cockaded Woodpecker) restricted during nesting season operations to prepare for munitions clearance. **Responsibilities:** Oversaw all operations during the integration of robotics applique kits onto heavy equipment platforms such as bobcats, feller-bunchers, and D7 bulldozers to robotically operated equipment. Trained and supervised the team robotically conducting vegetation clearance and thinning ahead of upcoming munitions range clearance. Initiated equipment enhancements working directly with ECC's supplier to refine and improve robotics applique kits performance. **Achievements:** Received commendations from the client on ECC's management of inventory, stating that "their pre-planning, preparation and ensuring availability of documents/inventory list and complete equipment lay-out facilitated the quick identification of all Government Furnished Property without issue."



6.0 Terms and Conditions

ECC will comply with the Terms and Conditions in the Sample Contract contained in this bid. ECC has no deviations.



7.0 References and Similar Projects

7.1 Three References Within the Last 3 Years

Figure 6 provides three references for similar fire debris projects completed within the last 3 years.

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7.2 Similar Projects

We offer Boulder County our extensive experience in disaster response for the public sector, including fire debris and tree removal in California and Oregon. In the last three years alone, ECC has executed \$1.2 billion in wildfire debris recovery, segregation, removal, and disposal services. Figure 1 provided previously in *Section 1.0 Introduction* summarizes this experience.

Our successful debris removal capabilities, led by our responsive and experienced management and field organization, produces a highly scalable response by core resources, with the expertise to meet any size disaster debris requirement.

Following the 2017 NorCal Wildfires, our management and operational capabilities, with our subcontractors, led to the successful execution of four fire debris removal and recovery task orders for the USACE, and one for the CalOES ECC provided:

- Unique pre-planning support to aid our clients
- Rapid deployment and ramp-up solutions
- Finely tuned operational practices, facilitating rapid removal, transportation, and final disposal of disaster-related debris

- Proven ability to meet Federal, State and local standards for all aspects of the scope of work
- Client-proven solutions to overcome challenges inherent to debris missions
- Flexibility to execute multiple task orders utilizing our over 300 personnel and extensive equipment resources



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8.0 Insurance Certificate

The following pages provide ECC's insurance certificate per the RFP requirements.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/27/2022

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

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

PRODUCER Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	CONTACT NAME: PHONE (A/C No. Ext): (866) 283-7122 FAX (A/C No.): (800) 363-0105 E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
INSURED ECC Constructors, LLC 1240 Bayshore Highway Burlingame CA 94010 USA	INSURER A:	Zurich American Ins Co 16535
	INSURER B:	American Guarantee & Liability Ins Co 26247
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** Confidential **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			Confidential	07/01/2021	07/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMPOR AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> \$2,000 Cover Oed. <input checked="" type="checkbox"/> \$2,000 Coll Oed				07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION				07/01/2021	07/01/2022	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A		07/01/2021	07/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

570091390361
Certificate No :

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: RFP Number: 7301-22; RFP Title: Private Property Structural Debris and Hazard Tree Removal Operations. Boulder County Purchasing, County of Boulder and State of Colorado, a body corporate and politic are included as Additional Insured in accordance with the policy provisions of the General Liability policy.

CERTIFICATE HOLDER

Boulder County Purchasing
1325 Pearl Street
Boulder CO 80302 USA

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Aon Risk Insurance Services West Inc.

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ACORD 25 (2016/03)

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9.0 W-9, SAM.GOV Registration, and DUNS Number

9.1 W-9 REQUIREMENT

The following pages provide ECC's W-9 per the RFP requirements.



Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line, do not leave this line blank. ECC CONSTRUCTORS LLC	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3).
<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions)	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Apply to accounts maintained outside the U.S.)
5 Address (number, street, and apt. or suite no.) See instructions. 1240 BAYSHORE HWY.,	Requester's name and address (optional)
6 City, state, and ZIP code BURLINGAME, CA 94010	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	

or	Employer identification number

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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person *Mary Ann Jones*

Date 1/25/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.



Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947



The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(ii)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.



1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons: (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN;
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.



The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/identitytheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



9.2 SAM.gov REGISTRATION

The following pages provide ECC's insurance certificate per the RFP requirements.

9.3 DUNS NUMBER

ECC Constructor LLC's DUNS number is 963613315.

FAR Report

Certification for: ECC CONSTRUCTORS LLC

Unique Entity ID (DUNS): 963613315

Unique Entity ID (SAM): LJPLMV3GCYE7

Certification Validity From: Thu May 13 12:40:27 EDT 2021

Certification Validity To: Fri May 13 12:40:27 EDT 2022

I have read each of the FAR and DFARS provisions presented on this page. By submitting this certification, I, **Tony Nolen**, am attesting to the accuracy of the representations and certifications contained herein, including the entire NAICS table. I understand that I may be subject to criminal prosecution under Section 1001, Title 18 of the United States Code or civil liability under the False Claims Act if I misrepresent **ECC CONSTRUCTORS LLC** in any of these representations or certifications to the Government.

By maintaining an active entity registration in SAM, the entity complied with requirements to report proceedings data in accordance with:

- FAR 52.209-7 Information Regarding Responsibility Matters and with requirements to report executive compensation data in accordance with
- FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards.

READ ONLY PROVISIONS

FAR 52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	(Sep 2007)
<p>(a) Definitions. As used in this provision-"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions"(52.203-12).</p> <p>(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.</p> <p>(c) Certification. The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.</p> <p>(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.</p> <p>(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.</p>		

(End of Provision)

FAR 52.203-18	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation	(JAN 2017)
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As prescribed in 3.909-3(a), insert the following provision: Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements-Representation (JAN 2017)

(a) Definition. Internal confidentiality agreement or statement, subcontract, and subcontractor, as used in this provision, are defined in the clause at 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements.

(b) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use funds appropriated (or otherwise made available) for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(c) The prohibition in paragraph (b) of this provision does not contravene requirements applicable to Standard Form 312, (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of Provision)

FAR 52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	(Nov 2015)
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(a) Definitions. As used in this clause- "Inverted domestic corporation" means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Subsidiary" means an entity in which more than 50 percent of the entity is owned

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

(b) If the contractor reorganizes as an inverted domestic corporation or becomes a subsidiary of an inverted domestic corporation at any time during the period of performance of this contract, the Government may be prohibited from paying for Contractor activities performed after the date when it becomes an inverted domestic corporation or subsidiary. The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(c) Exceptions to this prohibition are located at 9.108-2.

(d) In the event the Contractor becomes either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation during contract performance, the Contractor shall give written notice to the Contracting Officer within five business days from the date of the inversion event.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract

imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of Provision)

FAR 52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items	(Nov 2020)
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(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)
- (3) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (4) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

- ___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- ___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509)).
- ___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- ___ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ___ (5) [Reserved].
- ___ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).
- ___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).
- ___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- ___ (10) [Reserved].
- ___ (11)
- (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

- ___ (ii) Alternate I (Nov 2011) of 52.219-3.
- ___ (12)
 - (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
 - ___ (ii) Alternate I (Jan 2011) of 52.219-4.
- ___ (13) [Reserved]
- ___ (14)
 - (i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
 - ___ (ii) Alternate I (Nov 2011).
 - ___ (iii) Alternate II (Nov 2011).
- ___ (15)
 - (i) 52.219-7, Notice of Partial Small Business Set-Aside (Nov 2020) (15 U.S.C. 644).
 - ___ (ii) Alternate I (Oct 1995) of 52.219-7.
 - ___ (iii) Alternate II (Mar 2004) of 52.219-7.
- ___ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- ___ (17)
 - (i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).
 - ___ (ii) Alternate I (Nov 2016) of 52.219-9.
 - ___ (iii) Alternate II (Nov 2016) of 52.219-9.
 - ___ (iv) Alternate III (Nov 2016) of 52.219-9.
 - ___ (v) Alternate IV (Nov 2016) of 52.219-9.
- ___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011)(15 U.S.C. 644(r)).
- ___ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- ___ (20) 52.219-16, Liquidated Damages-Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- ___ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2019) (15 U.S.C. 657 f).
- ___ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Nov 2020) (15 U.S.C. 632(a)(2)).
- ___ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- ___ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- ___ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ___ (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Oct 2019) (E.O. 13126).
- ___ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ___ (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

- ___ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- ___ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- ___ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- ___ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (33)
- (i) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ___ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- ___ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (b)(35):**
- By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- ___ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).
- ___ (37)
- (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ___ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- ___ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ___ (40)
- (i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Oct 2015) of 52.223-13.
- ___ (41)
- (i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-14.
- ___ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (43)

- (i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- ___ (ii) Alternate I (Jun 2014) of 52.223-16.
- ___ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- ___ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- ___ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- ___ (47)
- (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- ___ (ii) Alternate I (Jan 2017) of 52.224-3.
- ___ (48) 52.225-1, Buy American-Supplies (May 2014) (41 U.S.C. chapter 83).
- ___ (49)
- (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) Alternate I (May 2014) of 52.225-3.
- ___ (iii) Alternate II (May 2014) of 52.225-3.
- ___ (iv) Alternate III (May 2014) of 52.225-3.
- ___ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- ___ (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (55) 52.229-12, Tax on Certain Foreign Procurements (JUN 2020).
- ___ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ___ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- ___ (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (59) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ___ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(12)).

___ (63)

(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

___ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020).

___ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

___ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the

Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- (ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)
- (v) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212)
- (ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (x) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).
- (xi)
 - ___(A) 52.222-50, Combating Trafficking in Persons (Oct 2020) (22 U.S.C. chapter 78 and E.O. 13627).
 - ___(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).
- (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020) (Executive Order 13658).
- (xvi) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
Note to paragraph (e)(1)(xvi): By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- (xvii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016)).
- (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix)

(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

ALTERNATE I (Feb 2000)

As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause."

ALTERNATE II (Nov 2020)

As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to-

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than-

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(End of Provision)

FAR 52.222-38

Compliance with Veterans' Employment Reporting Requirements

(Feb 2016)

As prescribed in 22.1310 (c), insert the following provision:

COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (Feb 2016)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Veterans), it has filed the most recent VETS-4212 Report required by that clause.

(End of Provision)

As prescribed in 22.1705(a)(1), insert the following clause:

COMBATING TRAFFICKING IN PERSONS (Oct 2020)

(a) Definitions. As used in this clause-

"Agent" means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

"Coercion" means

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

"Commercially available off-the-shelf (COTS) item" means

- (1) Any item of supply (including construction material) that is-
 - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
 - (ii) Sold in substantial quantities in the commercial marketplace; and
 - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

"Commercial sex act" means any sex act on account of which anything of value is given to or received by any person.

"Debt bondage" means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

"Employee" means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

"Forced Labor" means knowingly providing or obtaining the labor or services of a person

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

"Involuntary servitude" includes a condition of servitude induced by means of

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

"Recruitment fees" means fees of any type, including charges, costs, assessments, or other financial

obligations, that are associated with the recruiting process, regardless of the time, manner, or location of imposition or collection of the fee

(1) Recruitment fees include, but are not limited to, the following fees (when they are associated with the recruiting process) for-

- (i) Soliciting, identifying, considering, interviewing, referring, retaining, transferring, selecting, training, providing orientation to, skills testing, recommending, or placing employees or potential employees;
- (ii) Advertising;
- (iii) Obtaining permanent or temporary labor certification, including any associated fees;
- (iv) Processing applications and petitions;
- (v) Acquiring visas, including any associated fees;
- (vi) Acquiring photographs and identity or immigration documents, such as passports, including any associated fees;
- (vii) Accessing the job opportunity, including procuring medical examinations and immunizations; background, reference, and security clearance checks and examinations; and additional certifications;
- (viii) An employer's recruiters, agents or attorneys, or other notary or legal fees;
- (ix) Language interpretation or translation, arranging for or accompanying on travel, or providing other advice to employees or potential employees;
- (x) Government-mandated fees, such as border crossing fees, levies, or worker welfare funds;
- (xi) Transportation and subsistence costs-
 - (A) While in transit, including, but not limited to, airfare or costs of other modes of transportation, terminal fees, and travel taxes associated with travel from the country of origin to the country of performance and the return journey upon the end of employment; and
 - (B) From the airport or disembarkation point to the worksite;
- (xii) Security deposits, bonds, and insurance; and
- (xiii) Equipment charges.

(2) A recruitment fee, as described in the introductory text of this definition, is a recruitment fee, regardless of whether the payment is-

- (i) Paid in property or money;
- (ii) Deducted from wages;
- (iii) Paid back in wage or benefit concessions;
- (iv) Paid back as a kickback, bribe, in-kind payment, free labor, tip, or tribute; or
- (v) Collected by an employer or a third party, whether licensed or unlicensed, including, but not limited to-
 - (A) Agents;
 - (B) Labor Brokers;

- (C) Recruiters;
- (D) Staffing firms (including private employment and placement firms);
- (E) Subsidiaries/affiliates of the employer;
- (F) Any agent or employee of such entities; and
- (G) Subcontractors at all tiers.

"Severe forms of trafficking in persons" means

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

"Sex trafficking" means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

"Subcontract" means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

"Subcontractor" means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor. "United States" means the 50 States, the District of Columbia, and outlying areas.

(b) Policy. The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents shall not-

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5)
 - (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language understood by the employee or potential employee, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee or potential employee, and, if applicable, the hazardous nature of the work;
 - (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees or potential employees recruitment fees;
- (7)
 - (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment-

- (A) For an employee who is not a national of the country in which the work is taking place and

who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or

(B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that-

(ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is-

(A) Legally permitted to remain in the country of employment and who chooses to do so; or

(B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;

(iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) Contractor requirements. The Contractor shall-

(1) Notify its employees and agents of-

(i) The United States Government's policy prohibiting trafficking in persons, described in paragraph (b) of this clause; and

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) Notification.

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of-

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor

has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in-

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments until the Contractor has taken appropriate remedial action;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Declining to exercise available options under the contract;

(6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(7) Suspension or debarment.

(f) Mitigating and aggravating factors. When determining remedies, the Contracting Officer may consider the following:

(1) Mitigating factors. The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.

(2) Aggravating factors. The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) Full cooperation.

(1) The Contractor shall, at a minimum-

(i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;

(ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;

(iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and

(iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.

(2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not-

(i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;

(ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or

(iii) Restrict the Contractor from-

(A) Conducting an internal investigation; or

(B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) Compliance plan.

(1) This paragraph (h) applies to any portion of the contract that-

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$550,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate-

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) Minimum requirements. The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at help@befree.org.

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee or potential employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) Posting.

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation

of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) Certification. Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that-

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either-

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

(i) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that-

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$550,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

ALTERNATE I (Mar 2015)

As prescribed in 22.1705

(2) , substitute the following paragraph in place of paragraph (c)(1)

(i) of the basic clause:

(i)

(2) , substitute the following paragraph in place of paragraph (c)(1)

(i) of the basic clause:

(i)

or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title	Document may be obtained from:	Applies o performance in/at:
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[Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the United States. to which the document applies.]

applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title	Document may be obtained from:	Applies o performance in/at:
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[Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the United States. to which the document applies.]

of performance as indicated below:

Document Title	Document may be obtained from:	Applies o performance in/at:
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[Contracting Officer shall insert title of directive/notice; indicate the document is attached or provide source (such as website link) for obtaining document; and, indicate the contract performance location outside the United States. to which the document applies.]

(End of Provision)

FAR 52.222-56	Certification Regarding Trafficking in Persons Compliance Plan	(Oct 2020)
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As prescribed in 22.1705(b), insert the following provision:

CERTIFICATION REGARDING TRAFFICKING IN PERSONS COMPLIANCE PLAN (Oct 2020)

(a) The term "commercially available off-the-shelf (COTS) item," is defined in the clause of this solicitation entitled "Combating Trafficking in Persons" (FAR clause 52.222-50).

(b) The apparent successful Offeror shall submit, prior to award, a certification, as specified in paragraph (c) of this provision, for the portion (if any) of the contract that-

- (1) Is for supplies, other than commercially available off-the-shelf items, to be acquired outside the United States, or services to be performed outside the United States; and
- (2) Has an estimated value that exceeds \$550,000.

(c) The certification shall state that-

- (1) It has implemented a compliance plan to prevent any prohibited activities identified in paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons, and to monitor, detect, and terminate the contract with a subcontractor engaging in prohibited activities identified at paragraph (b) of the clause at 52.222-50, Combating Trafficking in Persons; and
- (2) After having conducted due diligence, either-
 - (i) To the best of the Offeror's knowledge and belief, neither it nor any of its proposed agents, subcontractors, or their agents is engaged in any such activities; or
 - (ii) If abuses relating to any of the prohibited activities identified in 52.222-50(b) have been found, the Offeror or proposed subcontractor has taken the appropriate remedial and referral actions.

(End of Provision)

FAR 52.223-1	Biobased Product Certification	(May 2012)
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(a) As required by the Farm Security and Rural Investment Act of 2002 and the Energy Policy Act of 2005 (7 U.S.C. 8102(c)(3)), the offeror certifies, by signing this offer, that biobased products (within categories of products listed by the United States Department of Agriculture in 7 CFR part 3201, subpart B) to be used or delivered in the performance of the contract, other than biobased products that are not purchased by the offeror as a direct result of this contract, will comply with the applicable specifications or other contractual requirements.

(End of Provision)

(a) Definitions. As used in this provision-

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means-

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007(Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended

(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of Provision)

(a) Definitions. As used in this provision-

"Person"

(1) Means-

- (i) A natural person;
- (ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
- (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

"Sensitive technology"-

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-

(i) To restrict the free flow of unbiased information in Iran; or

(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

(b) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror-

(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies; and

(3) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirements of paragraphs (c)(2) and (c)(3) of this provision do not apply if-

(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

(2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.

(End of Provision)

FAR 52.227-6

Royalty Information (Alternate I)

(Apr 1984)

(a) Cost or charges for royalties. When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor.

(2) Date of license agreement.

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.

- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

ALTERNATE I (APR 1984)

Substitute the following for the introductory portion of paragraph (a) of the basic clause: When the response to this solicitation covers charges for special construction or special assembly that contain costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(End of Provision)

PROVISIONS POPULATED BASED ON REGISTRATION DATA

FAR 52.203-2	Certificate of Independent Price Determination	(Apr 1985)
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- (a) The offeror certifies that-
 - (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
 - (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
 - (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
 - (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
 - (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
 - (2)
 - (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision **Manjiv S Vohra, President;**
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1)

through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of Provision)

FAR 52.204-3

Taxpayer Identification

(Oct 1998)

(a) Definitions

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

* ☒ TIN on file.

* ☐ TIN has been applied for.

* TIN is not required because:

* ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* ☐ Offeror is an agency or instrumentality of a foreign government;

* ☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

* ☐ sole proprietorship;

* ☐ Partnership;

* ☐ Corporate entity (not tax-exempt);

* ☐ Corporate entity (tax-exempt);

* ☐ Government entity (Federal, State, or local);

* ☐ Foreign government;

* ☐ International organization per 26 CFR 1.6049-4;

* ☒ Other

limited liability company

(f) Common parent.

* ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision. Name and

(End of Provision)

FAR 52.204-5	Women-Owned Business (Other Than Small Business)	(Oct 2014)
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(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is a women-owned business concern.

(End of Provision)

FAR 52.204-17	Ownership or Control of Offeror	(Aug 2020)
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(a) Definition. As used in this provision--
Commercial and Government Entity (CAGE) code means--

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

Immediate owner means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

(b) The Offeror represents that it ☒ **HAS** an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.*

(c) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: **OTOF8**

Immediate owner legal name: **ENVIRONMENTAL CHEMICAL CORPORATION**

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity? **NO**

(d) If the Offeror indicates "yes" in paragraph (c) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: **(blank)**

Highest-level owner legal name: **(blank)**

(Do not use a "doing business as" name)

*Currently, only one Immediate or Highest-Level Owner may be identified by a CAGE Code. If the offeror has more

than one (such as a joint venture) at either level of ownership, they must select only one to report.

(End of Provision)

FAR 52.204-20	Predecessor of Offeror	(Aug 2020)
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(a) Definitions. As used in this provision--

"Commercial and Government Entity (CAGE) code" means--

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity by unique location; or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it **✗ IS NOT** a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated "is" in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years(if more than one predecessor, list in reverse chronological order):

Predecessor CAGE Code: **(blank)**

(or mark "Unknown").

Predecessor legal name: **(blank)**

(Do not use a "doing business as" name)

(End of Provision)

FAR 52.204-26	Covered Telecommunications Equipment or Services - Representation	(Oct 2020)
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(a) Definitions. As used in this provision, "covered telecommunications equipment or services" and "reasonable inquiry" have the meaning provided in the clause at 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(c) Representations.

- (1) The Offeror represents that it **✗ DOES NOT** provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(2) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it ,
✗ DOES NOT use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

(End of Provision)

FAR 52.209-2	Prohibition on Contracting with Inverted Domestic Corporations-Representation	(Nov 2015)
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(a) Definitions. "Inverted domestic corporation" and "subsidiary" have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(c) Representation. the offeror represents that-

- (1) It **✗ IS NOT** an inverted domestic corporation; and
- (2) It **✗ IS NOT** a subsidiary of an inverted domestic corporation.

(End of Provision)

FAR 52.209-5	Certification Regarding Responsibility Matters	(Aug 2020)
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(a)

(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) **✗ ARE NOT** presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) **✗ HAVE NOT**, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property(if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) **✗ ARE NOT** presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(D) **✗ HAVE NOT**, within a three-year period preceding this offer, been notified of any delinquent Federal Taxes in an amount that exceeds the threshold at 9.104-5

(2) for which the liability remains unsatisfied.

(ii) The Offeror , **✗ HAS NOT**, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).This Certification Concerns a

Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(a)

(2) for which the liability remains unsatisfied.

(ii) The Offeror , **✖ HAS NOT**, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of Provision)

FAR 52.209-11	Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law	(Feb 2016)
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(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the

Government.

(b) The Offeror represents that-

- (1) It **IS NOT** a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (2) It **IS NOT** a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of Provision)

FAR 52.212-3	Offeror Representations and Certifications - Commercial Items	(Nov 2020)
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The NAICS Codes you selected on the Goods and Services page of this registration are listed in the table under 52.212-3(c). Those NAICS Codes for which you are identified as small serve to complete the small business concern representation in 52.212-3(c)(1).

You are certifying to your size status for all the NAICS codes in the table. Please review it carefully. The Y/N answers are located in the "Small Business?" column. A "Y" indicates "Small" and "N" indicates "Other than Small." This status is derived from the SBA's size standards based on the size metrics you entered.

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certifications electronically in the System for Award Management (SAM), accessed through <https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (v) of this provision.

(a) Definitions. As used in this provision-

"Commercial and Government Entity (CAGE) code" means-

- (1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Contractor and Government Entity (CAGE) Branch to identify a commercial or government entity, or
- (2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Contractor and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as an NCAGE code.

"Covered telecommunications equipment or services" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible for the WOSB Program.

"Forced or indentured child labor" means all work or service-

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that

owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Internal confidentiality agreement or statement" means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

"Inverted domestic corporation", means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except-

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Predecessor" means an entity that is replaced by a successor and includes any predecessors of the predecessor.

"Reasonable inquiry" has the meaning provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate-

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"Sensitive technology"-

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically-
 - (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service - disabled veteran - owned small business concern"

- (1) Means a small business concern-
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern"

- (1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.
- (2) Affiliates as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

"Small disadvantaged business concern", consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subcontract" means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

"Successor" means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term "successor" does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

"Veteran owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.

(2) The Offeror has completed the annual representations and certifications electronically in SAM accessed through <https://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications-Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard

applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____.

[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States or its outlying areas. Check all that apply.

NAICS Code	Name	NAICS Exception	Size Standard	Small Business?
236220	Commercial and Institutional Building Construction		\$39,500,000	N
237310	Highway, Street, and Bridge Construction		\$39,500,000	N
561210	Facilities Support Services		\$41,500,000	N
562211	Hazardous Waste Treatment and Disposal		\$41,500,000	N
562212	Solid Waste Landfill		\$41,500,000	N
562213	Solid Waste Combustors and Incinerators		\$41,500,000	N
562219	Other Nonhazardous Waste Treatment and Disposal		\$41,500,000	N
562910	Remediation Services	1	\$22,000,000	N
562910	Environmental Remediation Services	2	750	Y
562920	Materials Recovery Facilities		\$22,000,000	N

(1) *Small business concern. The offeror represents as part of its offer that it ☒ **IS**, a small business concern.

(2) *Veteran-owned small business concern. The offeror represents as part of its offer that it, ☒ **IS NOT** a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern. The offeror represents as part of its offer that it, ☒ **IS NOT** a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. The offeror represents, that it, ☒ **IS NOT** a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern. The offeror represents that it, ☒ **IS NOT** a women-owned small business concern.

*Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern size status is calculated based on the Small Business Administration size standard for each NAICS code using the size metrics (e.g. Average Number of Employees and Average Annual Receipts) provided by ECC CONSTRUCTORS LLC in their SAM registration.

(6) **Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision]

The offeror represents that:

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the

representation in paragraph (c)(6)(i) of this provision is accurate in reference to the WOSB concern or concerns that are participating in the joint venture.

[The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture:] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) ****Economically disadvantaged women-owned small business (EDWOSB) concern** . [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that:

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture.

[The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) **Women-owned business concern (other than small business concern)**. [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(9) **Tie bid priority for labor surplus area concerns**. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

State Eligible Labor Surplus: **(blank)** Civil Jurisdictions Included: **(blank)**

(10) **HUBZone small business concern**. The offeror represents as part of its offer, that-

(i) It ☒ **IS NOT** a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It ☒ **IS NOT** a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture.

[The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) **Representations required to implement provisions of Executive Order 11246-**

(1) **Previous contracts and compliance**. The offeror represents that-

(i) It ☒ **HAS NOT** participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☒ **HAS** filed all required compliance reports.

(2) **Affirmative Action Compliance**. The offeror represents that-

(i) It ☒ **HAS DEVELOPED AND HAS ON FILE**, It at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American-Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Supplies."

(2) Foreign End Products: **(blank)**

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act- Free Trade Agreements-Israeli Trade Act": Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act": **(blank)**

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act." The offeror shall list as other foreign end

products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products: **(blank)**

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian End Products: **(blank)**

(3) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Canadian or Israeli End Products: **(blank)**

(4) Buy American-Free Trade Agreements-Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products: **(blank)**

(5) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products: **(blank)**

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

(1) **✗ ARE NOT** presently debarred, suspended, proposed for debarment, or declared ineligible for the award

of contracts by any Federal agency; and

(2) **✗ HAVE NOT**, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) **✗ ARE NOT** presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) **✗ HAVE NOT** within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds the threshold at 9.104-5

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples:

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C.6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court Review, this will not be a final tax liability under the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C.6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the tax payer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C.6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under II U. S. C 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Products	Listed Country of Origin
Bamboo	Burma
Beans (green, soy, yellow)	Burma
Brazil Nuts/Chestnuts	Bolivia
Bricks	Afghanistan, Burma, China, India, Nepal, Pakistan
Carpets	Nepal, Pakistan
Cattle	South Sudan
Cassiterite	Democratic Republic of Congo
Coal	Pakistan
Coca (stimulant plant)	Colombia
Cocoa	Cote d'Ivoire, Nigeria
Coffee	Cote d'Ivoire
Coltan	Democratic Republic of Congo
Cotton	Benin, Burkina Faso, China, Tajikistan, Uzbekistan
Cottonseed (hybrid)	India
Diamonds	Sierra Leone
Dried Fish	Bangladesh
Electronics	China
Embroidered Textiles (zari)	India, Nepal
Fish	Ghana
Garments	Argentina, India, Thailand, Vietnam
Gold	Burkina Faso, Democratic Republic of Congo
Granite	Nigeria
Gravel (crushed stones)	Nigeria
Pornography	Russia
Rice	Burma, India, Mali
Rubber	Burma
Shrimp	Thailand
Stones	India, Nepal
Sugarcane	Bolivia, Burma
Teak	Burma
Textiles (hand-woven)	Ethiopia
Tilapia (fish)	Ghana
Tobacco	Malawi
Toys	China
Wolframite	Democratic Republic of Congo

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) ☒ The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) ☐ The offeror may supply an end product listed in paragraph (i)(1) of this provision that was

mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of Manufacture (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly-

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

FSC Code	Place Of Manufacture
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(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror ☒ **DOES NOT** certify that __

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror, ☒ **DOES NOT** certify that __

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies ____

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the

offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

* ☒ TIN on file.

* ☐ TIN has been applied for.

* TIN is not required because:

* ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* ☐ Offeror is an agency or instrumentality of a foreign government;

* ☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

* ☐ sole proprietorship;

* ☐ Partnership;

* ☐ Corporate entity (not tax-exempt);

* ☐ Corporate entity (tax-exempt);

* ☐ Government entity (Federal, State, or local);

* ☐ Foreign government;

* ☐ International organization per 26 CFR 1.6049-4;

* ☒ Other **limited liability company**

(5) Common parent.

* ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

* ☒ Name: **Environmental Chemical Corporation**

TIN: **TIN on File**

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. the offeror represents that-

(i) It ☒ **IS NOT** an inverted domestic corporation; and

(ii) It ☒ **IS NOT** a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if-

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.)

(1) The Offeror represents that it ☒ **HAS** an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.*

(2) If the Offeror indicates "has" in paragraph (b) of this provision, enter the following information:

Immediate owner CAGE code: **OTOF8**

Immediate owner legal name: **ENVIRONMENTAL CHEMICAL CORPORATION**

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity? **NO**

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: ____

Highest-level owner legal name: **(blank)**

(Do not use a "doing business as" name)

*Currently, only one Immediate or Highest-Level Owner may be identified by a CAGE Code. If the offeror has more than one (such as a joint venture) at either level of ownership, they must select only one to report.

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L.113-235), and similar provisions, if contained in subsequent appropriations

acts, the Government will not enter into a contract with any corporation that-

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that-

(i) It **✖ IS NOT** a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It **✖ IS NOT** a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it **✖ IS NOT** a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years(if more than one predecessor, list in reverse chronological order):

Predecessor CAGE Code: **(blank)**

(or mark "Unknown").

Predecessor legal name: **(blank)**

(Do not use a "doing business as" name)

(s) Reserved.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a

publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

(blank)

(u)

(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(v) Covered Telecommunications Equipment or Services - Representation. Section 889(a)(1) and Section 889(a)(1)(B) of Public Law 115-232.

(1) The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (<https://www.sam.gov>) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(2) The Offeror represents that-

(i) It **✗ DOES NOT** provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.

(ii) After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it , **✗ DOES NOT** use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services.

Alternate I (Oct 2014)

As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

☐ Black American.

- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

(End of Provision)

FAR 52.214-14	Place of Performance-Sealed Bidding	(Apr 1985)
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(a) The bidder, in the performance of any contract resulting from this solicitation, **✗ DOES NOT INTEND** [check applicable box] to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided below the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

(End of Provision)

FAR 52.215-6	Place of Performance	(Oct 1997)
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(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, **✗ DOES NOT INTEND** [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder

(End of Provision)

FAR 52.219-1	Small Business Program Representations	(Nov 2020)
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The NAICS Codes you selected on the Goods and Services page of this registration are listed in the table under 52.219-1(c). Those NAICS Codes for which you are identified as small serve to complete the small business concern representation in 52.219-1(c)(1).

You are certifying to your size status for all the NAICS codes in the table. Please review it carefully. The Y/N answers are located in the "Small Business?" column. A "Y" indicates "Small" and "N" indicates "Other than Small." This status is derived from the SBA's size standards based on the size metrics you entered.

(a) Definitions. As used in this provision-

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

"Service-disabled veteran-owned small business concern"

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) "Service-disabled veteran" means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern"

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

(2) Affiliates as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

"Small disadvantaged business concern," consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program" (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

(1) The North American Industry Classification System (NAICS) code for this acquisition is See Note.*

(2) The small business size standard is See Note.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(c) Representations

NAICS Code	Name	NAICS Exception	Size Standard	Small Business?
236220	Commercial and Institutional Building Construction		\$39,500,000	N
237310	Highway, Street, and Bridge Construction		\$39,500,000	N
561210	Facilities Support Services		\$41,500,000	N
562211	Hazardous Waste Treatment and Disposal		\$41,500,000	N
562212	Solid Waste Landfill		\$41,500,000	N
562213	Solid Waste Combustors and Incinerators		\$41,500,000	N
562219	Other Nonhazardous Waste Treatment and Disposal		\$41,500,000	N
562910	Remediation Services	1	\$22,000,000	N
562910	Environmental Remediation Services	2	750	Y
562920	Materials Recovery Facilities		\$22,000,000	N

(1) ** The offeror represents as part of its offer that it ☒ **IS** , a small business concern (see below).

(2) ** [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it , ☒ **IS NOT** , a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) ** [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it , ☒ **IS NOT** a women-owned small business concern. (See Below)

(4) ** Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(3) of this provision.] The offeror represents as part of its offer that-

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) ** Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (c)(4) of this provision.] The offeror represents as part of its offer that-

(i) It ☐ is, ☐ is not an EDWOSB concern eligible under the WOSB Program, has provided all the

required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it , ☒ **IS NOT** a veteran-owned small business concern.

(7) ******[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(6) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern. (See Below)

*If you are responding to a Government solicitation for supplies or services under a NAICS code not listed in paragraph (b) of this certification, you must provide this certification directly to the Contracting Officer.

******Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern size status is calculated based on the Small Business Administration size standard for each NAICS code using the size metrics (e.g. Average Number of Employees and Average Annual Receipts) provided by ECC CONSTRUCTORS LLC in their SAM registration.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It , ☒ **IS NOT** a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It , ☒ **IS NOT** a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture:] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged woman-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, or 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

Alternate I (Sept 2015)

As prescribed in 19.309(a)(2), add the following paragraph (c)(9) to the basic provision:

(9) [Complete if offeror represented itself as disadvantaged in paragraph (c)(2) of this provision.] The offeror shall check the category in which its ownership falls:

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

(End of Provision)

FAR 52.219-2	Equal Low Bids	(Oct 1995)
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(a) This provision applies to small business concerns only

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of Provision)

FAR 52.222-18	Certification Regarding Knowledge of Child Labor for Listed End Products	(Feb 2001)
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(a) Definition:

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Products	Listed Country of Origin
Bamboo	Burma

Listed End Products	Listed Country of Origin
Beans (green, soy, yellow)	Burma
Brazil Nuts/Chestnuts	Bolivia
Bricks	Afghanistan, Burma, China, India, Nepal, Pakistan
Carpets	Nepal, Pakistan
Cattle	South Sudan
Cassiterite	Democratic Republic of Congo
Coal	Pakistan
Coca (stimulant plant)	Colombia
Cocoa	Cote d'Ivoire, Nigeria
Coffee	Cote d'Ivoire
Coltan	Democratic Republic of Congo
Cotton	Benin, Burkina Faso, China, Tajikistan, Uzbekistan
Cottonseed (hybrid)	India
Diamonds	Sierra Leone
Dried Fish	Bangladesh
Electronics	China
Embroidered Textiles (zari)	India, Nepal
Fish	Ghana
Garments	Argentina, India, Thailand, Vietnam
Gold	Burkina Faso, Democratic Republic of Congo
Granite	Nigeria
Gravel (crushed stones)	Nigeria
Pornography	Russia
Rice	Burma, India, Mali
Rubber	Burma
Shrimp	Thailand
Stones	India, Nepal
Sugarcane	Bolivia, Burma
Teak	Burma
Textiles (hand-woven)	Ethiopia
Tilapia (fish)	Ghana
Tobacco	Malawi
Toys	China
Wolframite	Democratic Republic of Congo

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision

(1) ☒ The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

(2) ☐ The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine,

produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of Provision)

FAR 52.222-22	Previous Contracts and Compliance Reports	(Feb 1999)
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The offeror represents that-

- (a) It ☐ **HAS NOT** participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It ☒ **HAS** filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of Provision)

FAR 52.222-25	Affirmative Action Compliance	(Apr 1984)
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The offeror represents that-

- (a) It ☒ **HAS DEVELOPED AND HAS ON FILE**, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of Provision)

FAR 52.222-48	Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification	(May 2014)
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ECC CONSTRUCTORS LLC has elected not to complete this provision. Information pertaining to this provision, must be submitted to the Government with individual offers/proposals.

(End of Provision)

FAR 52.222-52	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification	(May 2014)
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ECC CONSTRUCTORS LLC has elected not to complete this provision. Information pertaining to this provision, must be submitted to the Government with individual offers/proposals.

(End of Provision)

FAR 52.223-4	Recovered Material Certification	(May 2008)
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ECC CONSTRUCTORS LLC has elected not to complete this provision. Information pertaining to this provision, must be submitted to the Government with individual offers/proposals.

(End of Provision)

FAR 52.223-9	Estimate of Percentage of Recovered Material Content for EPA-Designated Items (Alternate I)	(May 2008)
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ECC CONSTRUCTORS LLC has elected not to complete this provision. Information pertaining to this provision, must be

submitted to the Government with individual offers/proposals.

(End of Provision)

FAR 52.223-22	Public Disclosure of Greenhouse Gas Emissions and Reduction Goals-Representation	(Dec 2016)
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As prescribed in 23.804(b), insert the following provision:

Public Disclosure of Greenhouse Gas Emissions and Reduction Goals- Representation (Dec 2016)

(a) This representation shall be completed if the Offeror received \$7.5 million or more in Federal contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(b) Representation [Offeror is to check applicable blocks in paragraphs (b)(1) and (2).]

(1) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(2) The Offeror (itself or through its immedaite owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(3) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(c) If the Offeror checked "does" in paragraphs (b)(1) or (b)(2) of this provision, respectively, the Offeror shall provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:
(blank)

(End of Provision)

FAR 52.225-2	Buy American Certificate	(May 2014)
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ECC CONSTRUCTORS LLC has elected not to complete this provision. Information pertaining to this provision, must be submitted to the Government with individual offers/proposals.

(End of Provision)

FAR 52.225-4	Buy American-Free Trade Agreements-Israeli Trade Act Certificate	(May 2014)
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ECC CONSTRUCTORS LLC has elected not to complete this provision. Information pertaining to this provision, must be submitted to the Government with individual offers/proposals.

(End of Provision)

FAR 52.225-6	Trade Agreements Certificate	(May 2014)
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ECC CONSTRUCTORS LLC has elected not to complete this provision. Information pertaining to this provision, must be submitted to the Government with individual offers/proposals.

(End of Provision)

FAR 52.226-2	Historically Black College or University and Minority Institution Representation	(Oct 2014)
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(a) Definitions. As used in this provision-

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2.

"Minority institution" means an institution of higher education meeting the requirements of Section 365(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k), including a Hispanic-serving institution of higher education, as defined in Section 502(a) of the Act (20 U.S.C. 1101a).

(b) Representation. The offeror represents that it-

- ✖ **IS NOT** a historically black college or university;
- ✖ **IS NOT** a minority institution.

(End of Provision)

FAR 52.227-15	Representation of Limited Rights Data and Restricted Computer Software	(Dec 2007)
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ECC CONSTRUCTORS LLC has elected not to complete this provision. Information pertaining to this provision, must be submitted to the Government with individual offers/proposals.

(End of Provision)



10.0 Bonding Requirements

10.a Bid Guarantee

Following this introduction ECC is providing the required Bid Guarantee equivalent to five percent of the bid price. The "bid guarantee" consists of a firm commitment by ECC in the form of a surety letter as bid assurance that ECC will, upon acceptance of the bid, execute the required contractual documents within the time specified.

10.b Performance Bond

ECC will provide a performance bond for 100 percent of the contract price within five days after award per the RFP requirements.

10.c Payment Bond

ECC will provide a payment bond for 100 percent of the contract price withing 5 days after award per the RFP requirements.



Berkshire Hathaway
Specialty Insurance

January 28, 2022

Boulder County Resource Conservation Division (RCD)
1325 Pearl Street
Boulder, CO 80302

RE: Bonding Capacity for ECC Constructors LLC
RFP # 7301-22 Private Property Structural Debris and Hazard Tree Removal Operations

To whom it may concern,

Berkshire Hathaway Specialty Insurance Company (NAIC #22276) and its affiliate, **National Indemnity Company (NAIC #20087)**, act as surety for ECC Constructors LLC ("ECC") and its contracting matters. A.M. Best ratings for ECC's surety partner is A++ XV. Each surety is listed in United States Department of the Treasury's Listing of Approved Sureties (Department Circular 570) as a surety acceptable for Federal projects, and is a licensed, admitted surety in all fifty United States.

We have provided bonds to ECC on a great range of contracts and we hold them in high regard. The total surety capacity we have established for ECC is \$500 million single / \$1.0 billion aggregate. This letter will confirm that sufficient capacity exists to provide bonds for the total amount of this action. Based on our knowledge of ECC's management, construction expertise, current financial position and backlog, we have every confidence in their abilities to successfully undertake, manage and complete projects within their varied areas of expertise and we therefore recommend this design, engineering and building contractor to you.

Our commitment to provide bonds on any project is subject to our review and approval of acceptable contract terms and conditions and bond forms, confirmation of adequate project financing, as well as the application of such other underwriting criteria as are pertinent at the time we receive a bond request from ECC. The issuance of such bonds is a matter among ourselves and ECC and we assume no obligation to you or other third parties through the issuance of this letter.

Very truly yours,

Berkshire Hathaway Specialty Insurance Company
National Indemnity Company

Susan A. Welsh
Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Illinois

County of Kane

On 28th day of January, 2022, before me, K Hannigan, Notary Public, personally appeared Susan A. Welsh who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature K Hannigan
Signature of Notary Public





Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Kristin L. Hannigan, Susan A. Welsh, Sandra M. Winsted, Derek J. Elston, Sandra M. Nowak, Christopher P. Troha, Jessica B. Dempsey, Judith A. Lucky-Eftimov, Christina L. Sandoval, Aerie Walton, Bartlomiej Siepierski, Rachel Fore, Samantha Chierici, Corinne Chapman, Roger Paraison, Jean Torres, Nicholas Kertesz, Christopher T. Moser, 200 East Randolph St, Aon Center of the city of Chicago, State of Illinois**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,**

By:

David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By:

David Fields, Vice President

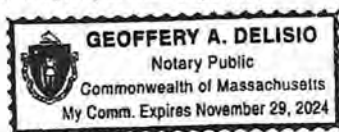


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this January 28, 2022.



Officer

To verify the authenticity of this Power of Attorney please contact us at BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at jennifer.porter@bhsspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claims@bhsspecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

ECC CONSTRUCTORS LLC
1240 Bayshore Highway
Burlingame, CA 94010

SURETY:

(Name, legal status and principal place of business)

BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY
1314 Douglas Street Suite 1400
Omaha, NE 68102-1944

OWNER:

(Name, legal status and address)

BOULDER COUNTY RESOURCE CONSERVATION DIVISION (RCD)

1325 Pearl Street, Boulder, CO 80302

BOND AMOUNT: Five Percent of Amount bid
(5% of Amount Bid)

PROJECT:

(Name, location or address, and Project number, if any)

RFP # 7301-22 Private Property Structural Debris and Hazard Tree Removal
Operations

Project Number, if any:

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

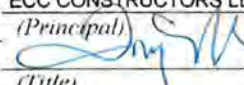
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

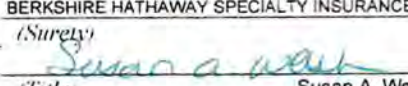
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 28th day of January, 2022


(Witness) Elise Nolen

ECC CONSTRUCTORS LLC
(Principal) 
(Title) Tony Nolen, Corporate Counsel


(Witness) Jessica B. Dempsey

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY
(Surety) 
(Title) Susan A. Welsh, Attorney in Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Illinois

County of Kane

On 28th day of January, 2022, before me, K Hannigan, Notary Public, personally appeared Susan A. Welsh who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature K Hannigan
Signature of Notary Public





Power Of Attorney

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Kristin L. Hannigan, Susan A. Welsh, Sandra M. Winsted, Derek J. Elston, Sandra M. Nowak, Christopher P. Troha, Jessica B. Dempsey, Judith A. Lucky-Eftimov, Christina L. Sandoval, Aerie Walton, Bartlomiej Siepierski, Rachel Fore, Samantha Chierici, Corinne Chapman, Roger Paraison, Jean Torres, Nicholas Kertesz, Christopher T. Moser, 200 East Randolph St, Aon Center of the city of Chicago, State of Illinois**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively. **The following signature by an authorized officer of the Company may be a facsimile, which shall be deemed the equivalent of and constitute the written signature of such officer of the Company for all purposes regarding this Power of Attorney, including satisfaction of any signature requirements on any and all undertakings, bonds, or other such writings obligatory in the nature thereof, to which this Power of Attorney applies.**

**BERKSHIRE HATHAWAY SPECIALTY
INSURANCE COMPANY,**

By:

David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By:

David Fields, Vice President

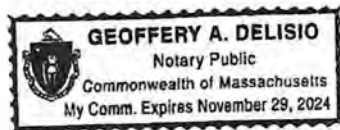


NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY and NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this January 28, 2022.



Officer

To verify the authenticity of this Power of Attorney please contact us at BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at leximier.porter@bbspecialty.com THIS POWER OF ATTORNEY IS VOID IF ALTERED

To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at claimsnotice@bbspecialty.com, via fax to (617) 507-8259, or via mail.

BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)

ARTICLE V.

CORPORATE ACTIONS

EXECUTION OF DOCUMENTS:

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

NATIONAL INDEMNITY COMPANY (BY-LAWS)

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.



11.0 Signature Page



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

SIGNATURE PAGE

Contact Information	Response
Company Name including DBA	ECC Constructors, LLC DBA: ECC Constructors, LLC
List Type of Organization (Corporation, Partnership, etc.)	Limited Liability Corporation
Name, Title and Email Address of Person Authorized to Contract with Boulder County	August Ochabauer, Vice President Email: corporate@ecc.net
Company Address	Corporate: 1240 Bayshore Highway Burlingame, CA 94010 Local: 1746 Cole Boulevard, Suite 350, Building 21 Lakewood, CO 80401
Company Phone Number	1-650-347-1555
Company Website	www.ecc.net

By signing below, I certify that:

I am authorized to bid on my company's behalf.

I am not currently an employee of Boulder County.

None of my employees or agents is currently an employee of Boulder County.

I am not related to any Boulder County employee or Elected Official.

(Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.

February 1, 2022

**Signature of Person Authorized to Bid on
Company's Behalf**

Date

Note: If you cannot certify the above statements, please explain in a statement of explanation.



12.0 Addendum Acknowledgements

ECC acknowledges the following addendums:

- Addendum 1 dated 26 January 2022
- FEMA Addendum (provided on the following pages)



FEMA ADDENDUM

OFFICE OF MANAGEMENT AND BUDGET

POST FEDERAL AWARD REQUIREMENTS FOR PROCUREMENT CONTRACTS

This is an addendum to the **Contract, RFP 7301-22**, Contract (the "Contract") between **[ECC Constructors, LLC]** ("Contractor"), and Boulder County, (the "County").

A Federal award, as defined in 2 C.F.R. § 200.1, is being used to fund the Contract. Accordingly, the parties acknowledge that the above-referenced contract is subject to applicable provisions of 2 C.F.R. § 200 et seq., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all other federal requirements identified in the award terms, assistance listing, and any other related federal guidance as any of these requirements may be amended. To the extent federal requirements are not included below or in the event of a conflict between federal guidance and the below, the terms of the federal requirements shall control.

This Addendum is hereby expressly incorporated into the contract between Boulder County and the Contractor. Regardless of any conflict of provisions language contained in the Contract, to the extent that the terms of the Contract and this Addendum conflict, the terms of this Addendum shall control.

The applicability of the following contract provisions are described in brackets, below. As applicable, the following provisions are added and incorporated into the Contract:

ADDITIONAL FEMA REQUIREMENTS

[All contracts]

- i. **Changes:** To be effective, any change to the Contract, including the alteration of any method, price, or schedule of work must be authorized pursuant to a written amendment executed by the parties.
- ii. **DHS Deal, Logo, and Flags:** Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- iii. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- iv. **No Obligation by Federal Government:** The United States Federal Government is not a party to the Contract and is not subject to any obligations or liabilities to County, Contractor, or any other party pertaining to any matter resulting from the contract.



v. **Program Fraud and False or Fraudulent Statements or Related Acts:** Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to the Contract.

vi. **Access to Records:** The following access to records requirements apply to this Contract:

- (1) Contractor agrees to provide County, the State of Colorado, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, County and Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

vii. **Unexpected Discoveries, Previously Unidentified Historic Properties, or Unexpected Effects on Historic Properties:**

Upon notification by a Subrecipient of an unexpected discovery, or if it appears that a Undertaking has affected a previously unidentified property or affected a known historic property in an unanticipated manner, in accordance with Programmatic Agreement: National Historic Preservation Act, Section 106 compliance) Stipulation I.B.3(e), Recipient(s) Roles and Responsibilities, the Recipient(s) shall immediately notify FEMA and require the Subrecipient to:

- a. Stop construction activities in the vicinity of the discovery.
- b. Take all reasonable measures to avoid or minimize harm to the property until FEMA has completed consultation with the SHPO, participating Tribe(s), and any other consulting parties. Upon notification by the Recipient of a discovery, FEMA shall immediately notify the SHPO, participating Tribe(s), and other consulting parties that may have an interest in the discovery, previously unidentified property or unexpected effects, and consult to evaluate the discovery for National Register eligibility and/or the effects of the undertaking on historic properties.
- c. If human remains are discovered, notify the local law enforcement office and coroner/medical examiner in accordance with applicable State statute(s), such as SDCL 34-27, and protect the remains from any harm.
- d. Assist FEMA in completing the following actions, as required:
 - i. FEMA shall consult with the SHPO, participating Tribe(s), and other consulting parties in accordance with the consultation process outlined in Stipulation II, Project Review (Programmatic Agreement: National Historic Preservation Act, Section 106 compliance), to develop a mutually agreeable action plan with timeframes to identify the discovery or previously unidentified property, take into account the effects of the



Undertaking, resolve adverse effects if necessary, and ensure compliance with applicable Federal, State, and local statutes.

- ii. FEMA shall coordinate with the Recipient(s) and the Subrecipient regarding any needed modification to the scope of work for the Undertaking necessary to implement recommendations of the consultation and facilitate proceeding with the Undertaking.
- iii. In cases where discovered human remains are determined to be Native American, FEMA shall consult with the appropriate Tribal representatives and SHPO. In addition, FEMA shall follow the guidelines outlined in the ACHP's Policy Statement Regarding the Treatment of Burial Sites, Human Remains, and Funerary Objects (2007) and any state-specific policies that may be in force.

Appendix II: Contract Provisions for non-Federal Entity Contracts Under Federal Awards

(A) [For contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908]

Breach. Any breach of the Contract by Contractor shall be governed by the termination and remedies provisions of the Contract. Additionally, in the event that the County incurs damages as a result of Contractor's breach, the County may pursue recovery of such damages from Contractor. The County further retains the right to seek specific performance of the Contract at any time as authorized by law. The County further retains the right to otherwise pursue any remedies available to the County as a result of the Contractor's breach, including but not limited to administrative, contractual, or legal remedies, as well as any applicable sanctions and penalties. Termination for cause and convenience are governed by the provisions of the Contract.

(B) [All contracts in excess of \$10,000]

Termination. Termination for cause and convenience are governed by the Termination and Related Remedies provision of the Contract.

(C) [Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3]

Equal Employment Opportunity. Contractor agrees to comply with the Equal Opportunity Clause provided under 41 CFR 60-1.4(a) (Government Contracts) and 41 CFR 60-1.4(b) (Federal Assisted Construction Contracts), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." Contractor further agrees to include this provision, including the Equal Opportunity Clause or a reference thereto, in any subcontracts it enters into pursuant to the Contract.

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

(1) The contractor will not discriminate against any employee or applicant for employment 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 in conspicuous places, available to employees and applicants for employment, notices to be provided 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 rules, regulations, and relevant orders of the Secretary of Labor.

(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 pursuant thereto, 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 the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, 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 pursuant to 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 with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:



Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(D) [When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities]

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). Contractor must fully comply with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. In accordance therewith, Contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

Copeland "Anti-Kickback" Act (40 U.S.C. 3145). Contractor must fully comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). Pursuant to the Act, Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The County shall report all suspected or reported violations of the Copeland "Anti-Kickback" Act to the Federal awarding agency



(E) [Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers]

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Contractor must fully comply with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708), including 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. 3702 of the Act, Contractor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. In the event of any violation of the clause set forth in this paragraph, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. The County can withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with this paragraph.

(F) [If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a)]

Rights to Inventions Made Under a Contract or Contract. For contracts entered into by the Contractor or the County 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 parties 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 Contracts," and any implementing regulations issued by the awarding agency.

(G) [Contracts and subgrants of amounts in excess of \$150,000]

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. All parties agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). All parties shall report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) [For contract awards (see 2 CFR 180.220)]

Debarment and Suspension (Executive Orders 12549 and 12689). 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's 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). 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.



Contractor attests that it is not listed on the government-wide 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, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. This certification is a material representation of fact relied upon by the County. 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 County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. 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.

(l) [For contracts exceeding \$100,000]

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). 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 who in turn will forward the certification(s) to the awarding agency.

a. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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," in accordance with 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 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 such failure.

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 the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Christian Canon, Director of Contracts and Procurement

Date

(J) [All contracts]

Procurement of recovered materials (2 CFR §200.322). All parties agree to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

(K) [All contracts]



Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR §200.216). Contractor is prohibited from using equipment, services, or systems that uses 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).

(i) For the purpose of 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).

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

(iii) 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.

(L) [All contracts]

2 C.F.R. Part 25 Universal Identifier and System for Award Management.

Subrecipient must obtain and provide to County a unique entity identifier pursuant to 2 CFR Part 25.

(M) [All contracts]

2 C.F.R. § 200.322 Domestic preferences for procurements. As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, prefer 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.

(N) [All contracts]

Civil Rights Requirements

Subrecipient shall comply with all statutes and regulations prohibiting discrimination applicable to this award, which include, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;



- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Assurances of Compliance with Civil Rights Requirements

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal



financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

(O) [All contracts]

Requirements for Drug-Free Workplace, 31 C.F.R. Part 20

As a Subrecipient, you agree to comply with the requirements of the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq., as amended) that applies to grants. Specifically, Subrecipient agrees to:

- (a) First, make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part. The specific measures that you must take in this regard are described in more detail in subsequent sections of this subpart. Briefly, those measures are to -
 - (1) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see §§ 20.205 through 20.220); and
 - (2) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see § 20.225).
- (b) Second, identify all known workplaces under your Federal awards (see § 20.230).

(P) [All contracts]

New Restrictions on Lobbying, 31 C.F.R. Part 21

Subrecipient certifies, to the best of its knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, 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 Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of 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 such failure.

(Q) [All contracts]



Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the County encourages its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

(R) [All contracts]

Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225

(Oct. 6, 2009), the County encourages its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving.

(S) [All contracts]

Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms (2 C.F.R. § 200.321).

If subcontracts are to be let, Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. As set forth in 2 C.F.R. § 200.321(b)(1)-(5), such affirmative steps must include:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

From: [Janet L. Stifflear](#)
To: [Purchasing](#)
Subject: [EXTERNAL] RFP # 7301-22_BAFO
Date: Thursday, February 3, 2022 11:14:06 AM
Attachments: [RFP # 7301-22_BAFO_ECC Proposal Final 2-3-22.pdf](#)
[RFP # 7301-22_BAFO_ECC Rate Sheet Final 2-3-22.xlsx](#)

To Whom It May Concern,

Attached please find our Best and Final Offer response to the subject RFP #7301-22.

The attached two documents include:

RFP #7301-22_BAFO_ECC Proposal Final 2-3-22.pdf

RFP #7301-22_BAFO_ECC Rate Sheet Final 2-3-22.xls

Please confirm receipt of these documents.

Thank you,
Janet

Janet Stifflear, CP.APMP
Corporate Communication Team Director
Environmental Chemical Corporation (ECC)
1746 Cole Blvd, Bldg 21, S-350
Lakewood, CO 80401
Email: jstifflear@ecc.net
Cell: **Personally Identifiable Information**

"ECC - Never Compromising Safety"

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	A	B	C	D	E	F
1	UPDATED RATE SHEET					
2		Description	Est quantity per parcel¹ or units		Unit Price	
3	A	B	C ¹		D	E
4	1	Disaster Debris Removal Crews ²	20		\$ 12,649.39	Per Crew
5	2	Debris Management Site (DMS) Management ³	1		\$ 12.60	Per CY
6	3	Scale Set-up (if needed)	1		\$ 66,169.00	Per Scale
7	4	Inspection Tower	6		\$ 15,179.00	Per Tower
8	5	Scissor Lift	6		\$ 16,383.49	Per Lift
9	6	DMS Closure	1		\$ 63,246.95	Per DMS
10	7	Per Parcel Debris, Ash, Vegetative, and Incidental Soil ⁴	89	c.y.	\$ 411.08	Per Parcel
11	8	Per Parcel Concrete Removal without fill ⁴	40	c.y.	\$ 135.98	Per Parcel
12	9	Per Parcel Concrete Removal with fill ⁴	81	c.y.	\$ 91.30	Per Parcel
13	10	Per Parcel Metal Removal ⁴	79	c.y.	\$ 39.23	Per Parcel
14	11	Per Parcel Asbestos Removal and Disposal ⁴	39	c.y.	\$ 125.50	Per Parcel
15	12	Per Parcel Soil Removal, Re-Scrape, Disposal as needed ⁴	50	c.y.	\$ 31.00	Per Parcel
16	13	Vehicles Abatement ⁵	1,336		\$ 252.99	Per Vehicle
17	14	Hazard Trees removed 6-12" ⁶	1		\$ 246.66	Per Tree
18	15	Hazard Trees removed 12.1-24" ⁶	1		\$ 689.39	Per Tree
19	16	Hazard Trees removed 24.1-36" ⁷	<1		\$ 1,043.57	Per Tree
20	17	Hazard Trees removed 36.1"+ ⁷	<1		\$ 2,023.90	Per Tree
21	18	Hazard Limbs (2"+ in diameter) ⁷	<1		\$ 82.22	Per Tree
22	19	Stumps (24"+ in diameter) ⁷	<1		\$ 980.33	Per Stump
23	20	Unit Rate for Debris, Ash, and Incidental Soil Disposal ⁸	89	c.y.	\$ 65.33	At Cost

	G	
1		
2	Total	
3	F	
4	\$	252,987.80
5	\$	12.60
6	\$	66,169.00
7	\$	91,074.00
8	\$	98,300.94
9	\$	63,246.95
10	\$	36,586.12
11	\$	5,439.20
12	\$	7,395.30
13	\$	3,099.17
14	\$	4,894.50
15	\$	1,550.00
16	\$	337,994.64
17	\$	246.66
18	\$	689.39
19	\$	1,043.57
20	\$	2,023.90
21	\$	82.22
22	\$	980.33
23	\$	65.33

	A	B	C	D	E	F
24	21.a	Unit Rate for Concrete and brick disposal/recycling ⁸	81	c.y.	\$0.00	At Cost
25	21.b	Unit Rate for Reinforced Concrete disposal/recycling ⁸	81	c.y.	\$ 3.85	At Cost
26	22	Unit Rate for Metal Recycling (include rebate if applicable) ⁸	79	c.y.	\$ (297.63)	At Cost Per Ton
27	23	Unit Rate for Vegetative Debris Disposal ⁸	10	c.y.	\$ 3.32	At Cost
28	24	Appliances with CFCs ^{8,9}	<1		\$ 1.06	At Cost
29	25	E-Waste ^{8,10}	<10		\$ 0.11	At Cost Per Pound
30						
31	NOTES:					
32	1. Refer to column E to determine if price requested is per unit (such as per vehicle or per tree) or per parcel.					
33	2. This is a one-time mobilization (including traffic control, tree hazard crews, asbestos crews, air quality monitoring, and dust control) rate per Disaster Debris Removal Crew for the entire project.					
34	3. The unit price refers to each cubic yard of material that is reduced. The County does not currently anticipate that Contractor will be authorized to reduce material at the DMS or otherwise. Bidders should include a unit price Per CY for material reduction at the DMS in the event that this work is authorized.					
35	4. These items will be paid per parcel. The "Est quantity per parcel" column includes the average estimate of the quantity of each type of material per parcel to help guide your proposal. Calculate the Unit Price using the estimated CY of material multiplied by your proposed CY rate to develop your per parcel rate. For example, in line item 7, there is an estimate of 89 CY of "debris, ash, vegetative, and incidental soil" on each parcel. For a price of \$2.00 per CY, Enter \$2.00 in Column D x 89 = \$178. Enter \$178 in column F.					
36	5. Please calculate line item 13 by multiplying 1,336 by your per vehicle price (Column D) and enter the total into column F.					
37	6. For line items 14 and 15, Column C estimates that there is approximately 1 tree on each parcel.					
38	7. For purposes of calculating line items 16-19, use the whole number 1 as the multiplier, even though column C indicates less than one. It is estimated that each parcel has less than 1 tree of each size or stump per parcel.					
39	8. For purposes of calculating line items 20-25, please provide your estimated actual costs for disposal or recycling.					
40	9. For purposes of calculating this line item, use the whole number 1 as the multiplier, even though column C indicates less than one. It is estimated that each parcel has less than 1 appliance with CFCs. Most properties with CFC appliances no longer contain CFCs.					
41	10. For purposes of calculating this line item, use the whole number 10 as the multiplier, even though column C indicates less than 10. It is estimated that each parcel has less than 10 items of E-Waste. Most electronics were destroyed in the fire.					

	G
24	\$0.00
25	\$ 3.85
26	\$ (297.63)
27	\$ 3.32
28	\$ 1.06
29	\$ 0.11
30	
31	
32	
33	
34	
35	
36	
37	
38	It is estimated that there will be less
39	
40	FCs.
41	

	A	B	C	D	E	F
1	UPDATED RATE SHEET					
2		Description	Est quantity per parcel¹ or units	Unit Price		
3	A	B	C ¹	D	E	
4	1	Disaster Debris Removal Crews ²	20	\$	12,649.39	Per Crew
5	2	Debris Management Site (DMS) Management ³	1	\$	12.60	Per CY
6	3	Scale Set-up (if needed)	1	\$	66,169.00	Per Scale
7	4	Inspection Tower	6	\$	15,179.00	Per Tower
8	5	Scissor Lift	6	\$	16,383.49	Per Lift
9	6	DMS Closure	1	\$	63,246.95	Per DMS
10	7	Per Parcel Debris, Ash, Vegetative, and Incidental Soil by Operational Area				
11	(a)	Operation 1	100 c.y.	\$	438.45	Per Parcel
12	(b)	Operation 2	84 c.y.	\$	339.31	Per Parcel
13	(c)	Operation 3	89 c.y.	\$	334.74	Per Parcel
14	8	Per Parcel Concrete Removal without fill ⁴	40 c.y.	\$	135.98	Per Parcel
15	9	Per Parcel Concrete Removal with fill ⁴	81 c.y.	\$	91.30	Per Parcel
16	10	Per Parcel Metal Removal ⁴	79 c.y.	\$	39.23	Per Parcel
17	11	Per Parcel Asbestos Removal and Disposal ⁴	39 c.y.	\$	125.50	Per Parcel
18	12	Per Parcel Soil Removal, Re-Scrape, Disposal as needed ⁴	50 c.y.	\$	31.00	Per Parcel
19	13	Vehicles Abatement ⁵	1,336	\$	252.99	Per Vehicle
20	14	Hazard Trees removed 6-12" ⁶	1	\$	246.66	Per Tree
21	15	Hazard Trees removed 12.1-24" ⁶	1	\$	689.39	Per Tree
22	16	Hazard Trees removed 24.1-36" ⁷	<1	\$	1,043.57	Per Tree
23	17	Hazard Trees removed 36.1"+ ⁷	<1	\$	2,023.90	Per Tree
24	18	Hazard Limbs (2"+ in diameter) ⁷	<1	\$	82.22	Per Tree
25	19	Stumps (24"+ in diameter) ⁷	<1	\$	980.33	Per Stump
26	20	Unit Rate for Debris, Ash, and Incidental Soil Disposal ⁸	89 c.y.	\$	65.33	At Cost

	G
1	
2	Total
3	F
4	\$ 252,987.80
5	\$ 12.60
6	\$ 66,169.00
7	\$ 91,074.00
8	\$ 98,300.94
9	\$ 63,246.95
10	
11	\$ 43,845.00
12	\$ 28,502.04
13	\$ 29,791.86
14	\$ 5,439.20
15	\$ 7,395.30
16	\$ 3,099.17
17	\$ 4,894.50
18	\$ 1,550.00
19	\$ 337,994.64
20	\$ 246.66
21	\$ 689.39
22	\$ 1,043.57
23	\$ 2,023.90
24	\$ 82.22
25	\$ 980.33
26	\$ 65.33

	A	B	C	D	E	F
27	21.a	Unit Rate for Concrete and brick disposal/recycling ⁸	81	c.y.	\$0.00	At Cost
28	21.b	Unit Rate for Reinforced Concrete disposal/recycling ⁸	81	c.y.	\$ 3.85	At Cost
29	22	Unit Rate for Metal Recycling (include rebate if applicable) ⁸	79	c.y.	\$ (297.63)	At Cost Per Ton
30	23	Unit Rate for Vegetative Debris Disposal ⁸	10	c.y.	\$ 3.32	At Cost
31	24	Appliances with CFCs ^{8,9}	<1		\$ 1.06	At Cost
32	25	E-Waste ^{8,10}	<10		\$ 0.11	At Cost Per Pound
33						
34	NOTES:					
35	1. Refer to column E to determine if price requested is per unit (such as per vehicle or per tree) or per parcel.					
36	2. This is a one-time mobilization (including traffic control, tree hazard crews, asbestos crews, air quality monitoring, and dust control) rate per Disaster Debris Removal Crew for the entire project.					
37	3. The unit price refers to each cubic yard of material that is reduced. The County does not currently anticipate that Contractor will be authorized to reduce material at the DMS or otherwise. Bidders should include a unit price Per CY for material reduction at the DMS in the event that this work is authorized.					
38	4. These items will be paid per parcel. The "Est quantity per parcel" column includes the average estimate of the quantity of each type of material per parcel to help guide your proposal. Calculate the Unit Price using the estimated CY of material multiplied by your proposed CY rate to develop your per parcel rate. For example, in line item 7, there is an estimate of 89 CY of "debris, ash, vegetative, and incidental soil" on each parcel. For a price of \$2.00 per CY, Enter \$2.00 in Column D x 89 = \$178. Enter \$178 in column F.					
39	5. Please calculate line item 13 by multiplying 1,336 by your per vehicle price (Column D) and enter the total into column F.					
40	6. For line items 14 and 15, Column C estimates that there is approximately 1 tree on each parcel.					
41	7. For purposes of calculating line items 16-19, use the whole number 1 as the multiplier, even though column C indicates less than one. It less than 1 tree of each size or stump per parcel.					
42	8. For purposes of calculating line items 20-25, please provide your estimated actual costs for disposal or recycling.					
43	9. For purposes of calculating this line item, use the whole number 1 as the multiplier, even though column C indicates less than one. It is estimated that each parcel has less than 1 appliance with CFCs. Most properties with CFC appliances no longer contain CFCs.					
44	10. For purposes of calculating this line item, use the whole number 10 as the multiplier, even though column C indicates less than 10. It is estimated that each parcel has less than 10 items of E-Waste. Most electronics were destroyed in the fire.					

	G
27	\$0.00
28	\$ 3.85
29	\$ (297.63)
30	\$ 3.32
31	\$ 1.06
32	\$ 0.11
33	
34	
35	
36	
37	
38	
39	
40	
41	is estimated that there will be
42	
43	FCs.
44	

Submittal
Best and Final Offer (BAFO)
**Private Property Structural Debris and Hazard Tree
Removal Operations**

Solicitation No: 7301-22

Due Date: 03 February 2022

Prepared for:



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302

Offeror:



ECC Constructors, LLC
1746 Cole Boulevard, Building 21, Suite 350
Lakewood, CO 80401
Phone: 303-298-7607/ Fax: 303-989-8344
Email: Corporate@ecc.net

A handwritten signature in black ink, appearing to read "August Ochabauer".

August Ochabauer, Vice President

Office Phone: 650-347-1555

Cell Phone: **Personally Identifiable Information**

Email: corporate@ecc.net



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5.0 Sample Contract Exceptions and Additional Terms	1-6



BEST AND FINAL OFFER SUBMITTAL RESPONSE

1.0 Introduction

Attached please find the following documents for the Best and Final Offer (BAFO):

- 1.0 Revised BAFO Rate Sheet
- 2.0 Signature Page
- 3.0 Acknowledgements
- 4.0 Sample Contract Exceptions



2.0 Revised BAFO Rate Sheet

Attached is our updated rate sheet per the BAFO dated 01February2022. We are also including the excel spreadsheet with our full rate sheet with the updated information required by this BAFO highlighted in red text.

UPDATED RATE SHEET					
		Est quantity per parcel or units	Unit Price		Total
#7 Per Parcel Debris, Ash, Vegetative, and Incidental Soil by Operational Area					
(a)	Operation 1	100 CY	\$438.45	Per Parcel	\$43,845.00
(b)	Operation 2	84 CY	\$339.31	Per Parcel	\$28,502.04
(c)	Operation 3	89 CY	\$334.74	Per Parcel	\$29,791.86



3.0 Signature Page

SIGNATURE PAGE OFFER #7301-22

Failure to complete, sign and return this signature page with your proposal may be cause for rejection.

Contact Information	Response
Company Name including DBA	ECC Constructors, LLC DBA: ECC Constructors, LLC
List Type of Organization (Corporation, Partnership, etc.)	Limited Liability Corporation
Name, Title and Email Address of Person Authorized to Contract with Boulder County	August Ochabauer, Vice President Email: corporate@ecc.net
Company Address	Corporate: 1240 Bayshore Highway Burlingame, CA 94010 Local: 1746 Cole Boulevard, Suite 350, Building 21 Lakewood, CO 80401
Company Phone Number	1-650-347-1555
Company Website	www.ecc.net

By signing below, I certify that:

I am authorized to bid on my company's behalf.

I am not currently an employee of Boulder County.

None of my employees or agents is currently an employee of Boulder County.

I am not related to any Boulder County employee or Elected Official.

(Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.

February 3, 2022

**Signature of Person Authorized to Bid on
Company's Behalf**

Date

Note: If you cannot certify the above statements, please explain in a statement of explanation.



4.0 Acknowledgements

ECC acknowledges the following documents:

- Addendum 1 dated 26 January 2022
- BAFO dated 01 February 2022



**RECEIPT OF LETTER
ACKNOWLEDGMENT**

January 26, 2022

Dear Vendor:

This is an acknowledgment of receipt of Addendum #1 for RFP #7301-22, Private Property Structural Debris and Hazard Tree Removal Operations.

In an effort to keep you informed, we would appreciate your acknowledgment of receipt of the preceding addendum. Please sign this acknowledgment and email it back to purchasing@bouldercounty.org as soon as possible. If you have any questions, or problems with transmittal, please call us at 303-441-3525. This is also an acknowledgement that the vendor understands that **due to COVID-19, BIDS will only be accepted electronically by emailing purchasing@bouldercounty.org.**

Thank you for your cooperation in this matter. This information is time and date sensitive; an immediate response is requested.

Sincerely,

Boulder County Purchasing

Signed by:  Date: Feb 1, 2022

Name of Company ECC Constructors, LLC

End of Document



5.0 Sample Contract Exceptions and Additional Terms

ECC does not have any exceptions to Boulder County's sample contract and additional contract terms.

Submittal
Written Interview #1
**Private Property Structural Debris and Hazard Tree
Removal Operations**

Solicitation No: 7301-22

Due Date: 04 February 2022

Prepared for:



Boulder County Purchasing

1325 Pearl Street
Boulder, CO 80302

Offeror:



ECC Constructors, LLC

1746 Cole Boulevard, Building 21, Suite 350
Lakewood, CO 80401

Phone: 303-298-7607/ Fax: 303-989-8344

Email: Corporate@ecc.net

A handwritten signature in black ink, reading "August Ochabauer".

August Ochabauer, Vice President

Office Phone: 650-347-1555

Cell Phone: 650-465-0688

Email: corporate@ecc.net



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4.0 Acknowledgement	1-4



WRITTEN INTERVIEW #1 SUBMITTAL RESPONSE

1.0 Introduction

Attached please find the following documents for
ECC Constructors, LLC (ECC) Written Interview
#1:

- 2.0 Interview Response
- 3.0 Acknowledgement

2.0 Interview

Please answer all questions. A "Yes" answer to any part of questions 1-5 requires a written explanation to be attached to the completed Written Interview #1.

1. Within the past five years, has your firm (under its current or any former name), any principal, owner, officer, or any person involved in the bidding or contracting process been the subject of any of the following:
 - a. A criminal investigation, judgment, or conviction for any business-related conduct constituting a crime, such as fraud, bribery, price-fixing, or bid collusion or any crime related to truthfulness and/or business conduct?
☐ Yes ☒ No
 - b. A civil suit alleging fraud, bribery, price-fixing, bid collusion, or other claim related to truthfulness and/or business conduct?
☐ Yes ☒ No
 - c. A debarment, unsatisfied judgment, injunction, or lien obtained by a government agency?
☐ Yes ☒ No
 - d. A written notice of breach, suspension, or termination for breach (cause) in connection with a local, state, or federal contract?
☐ Yes ☒ No
 - e. A written claim or notice of contract breach in connection with a local, state, or federal contract?
☐ Yes ☒ No
 - f. An administrative proceeding or civil action seeking specific performance or damages in connection with any local, state, or federal contract?
☒ Yes ☐ No
2. Within the past five years, has your firm, any principal, owner, officer, or any person involved in the bidding or contracting process initiated or been subject to civil action in connection with any local, state, or federal contract?
☒ Yes ☐ No



WRITTEN EXPLANATIONS TO ANY “YES” RESPONSE MUST BE ATTACHED TO THIS COMPLETED INTERVIEW FOR SUBMISSION

CERTIFICATION: The undersigned certifies that they:

- Read and understand all of the questions;
- Have supplied full and complete responses to each item therein to the best of their knowledge, information and belief;
- Are knowledgeable about the bidder’s business and operations; and
- Understand that Boulder County will rely on the information and supplied in this Written Interview #1 when entering into a contract with the bidder.

ECC Constructors, LLC

Name of Business

Signature of Officer

February 4, 2022

Date

August Ochabauer, Vice President

Name of Officer



3.0 Written Explanation to Interview Questions

1.f. An administrative proceeding or civil action seeking specific performance or damages in connection with any local, state, or federal contract? ☒ Yes ☐ No

Explanation: ECC Constructors, LLC and its parent company Environmental Chemical Corporation have no administrative proceedings or civil actions with any local, state, or Federal contract owners. There are minor damage-related claims e.g., broken rain gutters and cracked driveways.

ECC Constructors LLC's parent has received two minor Occupational Safety and Health Administration (OSHA) citations in the past 5 years (one related to providing gender-specific portable toilets along with the provision of adequate hydration for the field staff; with the other being an "other than serious" violation which was corrected during inspection, resulting with no monetary fine).

ECC Constructors, LLC is unsure whether these incidents are responsive to the above inquiry, but we are disclosing these in an abundance of caution. Additional details are available upon request.

2. Within the past five years, has your firm, any principal, owner, officer, or any person involved in the bidding or contracting process initiated or been subject to civil action in connection with any local, state, or federal contract? ☒ Yes ☐ No

Explanation: ECC Constructors, LLC has no claims against any local, state, or Federal contract agency. ECC Constructors, LLC's parent company has a variety of Claims against the Federal Government in the normal course of performing overseas construction contracts which were in remote and risky environments. These claims are being resolved in accordance with the Agency's Regulations and Federal law.

ECC Constructors, LLC and its parent company in the normal course of business have occasional disputes with subcontractors and vendors which are resolved amicably. Some disputes are resolved in Arbitration or the Civil courts. ECC Constructors, LLC has no outstanding unresolved actions. Its' parent company would have some non-material litigation from a very few subcontractors or other interested parties given the multibillion-dollar depth and breadth of its regular contracting and support to the Federal Government.



4.0 Acknowledgement



RECEIPT OF LETTER ACKNOWLEDGEMENT

February 3, 2022

Dear Vendor:

This is an acknowledgment of receipt of Written Interview #1 for RFP #7301-22, Private Property Structural Debris and Hazard Tree Removal Operations.

In an effort to keep you informed, we would appreciate your acknowledgment of receipt of the preceding written interview. Please sign this acknowledgment and email it back to purchasing@bouldercounty.org as soon as possible. If you have any questions, or problems with transmittal, please call us at 303-441-3525. This is also an acknowledgment that the vendor understands that due to COVID-19, BIDS will only be accepted electronically by emailing purchasing@bouldercounty.org.

Thank you for your cooperation in this matter. This information is time and date sensitive; an immediate response is requested.

Sincerely,

Boulder County Purchasing

Signed by: _____

Date: **February 3, 2022**

Name of Company: **ECC Constructors, LLC**