

ORIGINAL



To be opened:

TUESDAY,

FEBRUARY 1, 2022

@ 10:00 A.M.

SEALED PROPOSAL – RFP NO. 7301-22

**PRIVATE PROPERTY STRUCTURAL DEBRIS AND
HAZARD TREE REMOVAL OPERATIONS**

**ATTN: BOARD COUNTY PURCHASING
PURCHASING@BOULDERCOUNTY.ORG
1325 PEARL STREET, BOULDER, CO 80302**



370 Mountain View Road | Springville, Alabama 35146 | P: 251.298.8487 | F: 404.506.9849 | <http://kdfllc.com>

Contact 251.753.1864 | mwatkins@kdf-global.com



KDF Enterprises, LLC

February 1, 2022

Boulder County Purchasing
1325 Pearl Street
Boulder, Colorado 80302
purchasing@bouldercounty.org

Re: RFP Number 7301-22, Private Property Structural Debris and Hazard Tree Removal Operations

We are pleased to submit the enclosed proposal for private property structure debris and hazard tree removal in response to the fires that recently affected Boulder County and surrounding areas.

KDF Enterprises, LLC is an experienced full-service disaster recovery and management company capable of providing personnel, equipment and resources to meet the needs of this project. With over 50 years of combined experience in disaster management and debris removal, our services include debris removal and segregation, demolition and hazardous material management, debris reduction and site management, and the collection/generation of FEMA-required project documentation, among other services.

This proposal provides the information and documentation required for you to be confident that KDF Enterprises, LLC, is not only qualified and able to provide the services outlined in the RFP, but we are the best company to do so. We demonstrate this through our past performance and experience of personnel, as our company structure and ethos, through which we put the customer and the community at the center of everything we do. We confirm that we have fully reviewed and understand the contents and agree to be bound by the requirements of this RFP.

This proposal is in all respects fair and in good faith without collusion or fraud. KDF Enterprises, LLC, agrees to comply with all Federal, State and Local requirements. KDF confirms that it is a validly organized business and is authorized to enter into an agreement with Boulder County. I, Marc Watkins, Vice President of Operations, have the signing authority to bind the principal proponent. We are qualified and able to do business in the State of Colorado and are not restricted in any way by financing, legal or contractual agreements or proceeding.

Please feel free to reach out to me at your convenience if you have any questions regarding our proposal or qualifications.

Sincerely,

A handwritten signature in blue ink that reads "Marc Watkins".

Marc Watkins
Vice President of Operations
KDF Enterprises, LLC
(251) 753-1864
mwatkins@kdf-global.com

**CONSENT IN LIEU OF
ORGANIZATIONAL MEETING
OF THE MEMBERS OF KDF ENTERPRISES, LLC**

The undersigned, being all the members(s) of KDF Enterprises, LLC, a Georgia Limited Liability Company hereby consent to, and by this action approve and adopt the following resolutions:

FORMATION

WHEREAS, the original Articles of Incorporation of the Company were filed in the office of the Secretary of State of Georgia on July 1, 2014; therefore, it is

RESOLVED, that a certified copy of said Limited Liability Company Operating Agreement be inserted in the minute book of the Company; and

RESOLVED, that the below acts of the members of the Company are hereby approved, ratified, and adopted as valid and binding acts of the Company.

OFFICERS

RESOLVED, that the following persons be, and they hereby are, elected, effective immediately, as officers of the Company to serve until the next annual meeting of directors and until the election and qualification of their successors:

<u>Name</u>	<u>Title</u>
Wayne Kilpatrick	President
Baillie Kilpatrick	Secretary

The above stated officers of the Company retain all rights and responsibilities as detailed in the Limited Liability Company Operating Agreement dated July 1, 2014, and revised January 1, 2016 and further revised January 1, 2017.

RESOLVED, the following persons are hereby authorized and empowered for the express limited purpose of signing documents for the submission of bids, proposals, offers, responses and other related documents to, any federal, state or local government, including any governmental entity, organization, body, agency, department or political subdivision, for the transaction of business by or on behalf of the Company:

<u>Agent Name</u>	<u>Title</u>
Wayne Kilpatrick	President
Marc Watkins	Vice President of Operations

Those listed above are hereby authorized and directed on behalf of the Company to execute and deliver such agreements and instruments, make such filing and give such notices, and take any and all such other actions and to do or cause to be done, such acts as may deem necessary or advisable to accomplish or otherwise implement the purposes of the foregoing resolutions or to cause the Company to perform its obligations.

RESOLVED, the members hereby agree to transition from a member managed LLC to a manager managed LLC and hereby appoint Marc Watkins to act as Manager until such time as the Members choose to appoint a replacement. This appointment is effective immediately.


RESOLVED, that any and all actions heretofore taken by the members and/or officers of the Company resolutions are hereby ratified and confirmed as the acts and deeds of the Company; and

FURTHER RESOLVED, that the officers of the Company be, and each of them hereby is, authorized, directed and empowered to do all such other acts and things and to execute and deliver all such certificates or other documents and to take such other action as they deem necessary or desirable to carry out the purposes and intent, but within the limitations, of the above resolutions.

DATED this 8th day of November 2021.

Members:

Wayne Kilpatrick, President


November 8, 2021

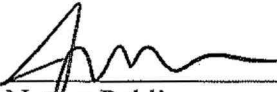
State of Mississippi

County of Jackson


SWORN TO AND SUBSCRIBED before me this 8th day of November,
2021.

(Seal)

JAIME N WATSON Notary Public, State of Mississippi ID NO. 209363, County of Jackson My Commission Expires July 5, 2024


Notary Public

Baillie Kilpatrick, Secretary


November 8, 2021

State of Mississippi

County of Jackson

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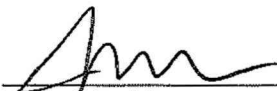

Notary Public

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TAB 1
PROJECT COST



UPDATED RATE SHEET

	Description	Est quantity per parcel¹ or units	Unit price		Total
A	B	C ¹	D	E	F
1	Disaster Debris Removal Crews ²	20	\$25,000.00	Per Crew	\$500,000.00
2	Debris Management Site (DMS) Management ³	1	\$ 25.00	Per CY	\$25.00
3	Scale Set-up (if needed)	1	\$ 65,000.00	Per Scale	\$ 65,000.00
4	Inspection Tower	6	\$ 8,500.00	Per Tower	\$ 51,000.00
5	Scissor Lift	6	\$54,000.00	Per Lift	\$ 324,000.00
6	DMS Closure	1	\$50,000.00	Per DMS	\$50,000.00
7	Per Parcel Debris, Ash, Vegetative, and Incidental Soil ⁴	89 c.y.	\$ 105.80	Per Parcel	\$ 9,416.20
8	Per Parcel Concrete Removal without fill ⁴	40 c.y.	\$92.60	Per Parcel	\$3,704.00
9	Per Parcel Concrete Removal with fill ⁴	81 c.y.	\$140.60	Per Parcel	\$11,388.60
10	Per Parcel Metal Removal ⁴	79 c.y.	\$92.60	Per Parcel	\$ 7,315.40
11	Per Parcel Asbestos Removal and Disposal ⁴	39 c.y.	\$216.98	Per Parcel	\$8,462.22
12	Per Parcel Soil Removal, Re-Scrape, Disposal as needed ⁴	50 c.y.	\$150.00	Per Parcel	\$7,500.00
13	Vehicles Abatement ⁵	1,336	\$1,200.00	Per Vehicle	\$1,603,200.00
14	Hazard Trees removed 6-12" ⁶	1	\$ 600.00	Per Tree	\$600.00
15	Hazard Trees removed 12.1-24" ⁶	1	\$ 1,000.00	Per Tree	\$1,000.00
16	Hazard Trees removed 24.1-36" ⁷	<1	\$ 1,200.00	Per Tree	\$1,200.00
17	Hazard Trees removed 36.1" ⁷	<1	\$1,500.00	Per Tree	\$1,500.00
18	Hazard Limbs (2" ⁷ in diameter) ⁷	<1	\$300.00	Per Tree	\$300.00
19	Stumps (24" ⁷ in diameter) ⁷	<1	\$1,200.00	Per Stump	\$1,200.00
20	Unit Rate for Debris, Ash, & Incidental Soil Disposal ⁸	89 c.y.	\$41.98/CY	At Cost Per Cubic Yard	\$3,736.22

21.a	Unit Rate for Concrete and brick disposal/recycling ⁸	81 c.y.	\$16.80/CY	At Cost per Cubic Yard	\$1,360.80
21.b	Unit Rate for Reinforced Concrete disposal/recycling ⁸	81 c.y.	\$16.80/CY	At Cost Per Cubic Yard	\$ 1,360.80
22	Unit Rate for Metal Recycling (include rebate if applicable) ⁸	79 c.y.	\$196.00/Ton	At Cost Per Ton	\$ 15,484.00
23	Unit Rate for Vegetative Debris Disposal ⁸	10 c.y.	\$35.70/CY	At Cost per Cubic Yard	\$ 357.00
24	Appliances with CFCs ^{8,9}	<1	\$ 68.00/unit	At Cost per Unit	\$ 68.00
25	E-Waste ^{8,10}	<10	\$35.69	At Cost Per Pound	\$356.90

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.

TAB 2

TIMELINE FOR PROJECT SCHEDULE



TIMELINE FOR PROJECT SCHEDULE

OPERATION	WORK ITEM	START	END	DURATION	NOTES
PRE-OPERATIONS	Mobilization	Within 24 Hours of Notice To Proceed	Within 72 hours of Notice to proceed	3 Days	Contractor will mobilize 30 crews per the specifications presented in the RFP.
	DMS Set up	Within 24 Hours of Notice to Proceed	Within 72 hours of Notice to proceed	3 Days	If the County opts to let the contractor operate a Debris Management Site, work to obtain and set up DMS will begin within 24 hours of Notice to Proceed. DMS will be set up per the specifications in the RFP.
OPERATION 1	Complete Removal of Destroyed Structures	Within 72 Hours of Notice to Proceed	50 days upon start date	50 Days	Using 30 crews, working 10 to 12 hours a day, 1 crew per parcel and 5 days per parcel, it is estimated to take 50 days for 300 total structures.
	Complete Removal of Damaged Structures	Within 72 Hours of Notice to Proceed	50 days upon start date	50 Days	Using 30 crews, working 10 to 12 hours a day, 1 crew per parcel and 5 days per parcel, it is estimated to take 50 days for 300 total structures.
	Hazardous Tree Removal	Within 72 Hours of Notice to Proceed	50 days upon start date	50 Days	5 tree cutting crew cutting an average of 2 to 3 trees per day to hit 607 trees (can cut up to 30 trees / day).
OPERATION 2	Complete Removal of Destroyed Structures	Upon Completion of Operation 1	78 days upon start date of op 2	78 Days	Using 30 crews, working 10 to 12 hours a day, 1 crew per parcel and 5 days per parcel, it is estimated to take 79 days for 471 total structures.
	Complete Removal of Damaged Structures	Upon Completion of Operation 1	78 days upon start date of op 2	78 Days	Using 30 crews, working 10 to 12 hours a day, 1 crew per parcel and 5 days per parcel, it is estimated to take 79 days for 471 total structures.
	Hazardous Tree Removal	Upon Completion Of Operation 1	78 days upon start date pf op 2	78 Days	5 tree cutting crews would only have to cut 2 trees per day to get 587 trees (can cut up to 30 trees / day).
OPERATION 3	Complete Removal of Destroyed Structures	Upon Completion of Operation 2	117 days upon start date of op 3	117 Days	Using 30 crews, working 10 to 12 hours a day, 1 crew per parcel and 5 days per parcel, it is estimated to take 117 days for 700 total structures.
	Complete Removal of Damaged Structures	Upon Completion of Operation 2	117 days upon start date of op 3	117 Days	Using 30 crews, working 10 to 12 hours a day, 1 crew per parcel and 5 days per parcel, it is estimated to take 117 days for 700 total structures.
	Hazardous Tree Removal	Upon Completion of Operation 2	117 days upon start date pf op 3	117 Days	5 tree cutting crews would only have to cut 2 trees per day to get to 1087 trees (can cut up to 30 trees / day).
POST OPS	Demobilization / DMS Closure	Upon Completion of Operation 3	20 days upon completion of operation 3	20 Days	20-day estimate for DMS closure
TOTAL PROJECT TIME:					268 DAYS



MEANS AND METHOD OF BACKFILL

Upon removal of concrete, where required, Contractor will restore the ground to its original grade and slope with compacted fill to prevent settling.

Soil is typically backfilled in layers or lifts. The soil lift will depend upon the nature of the backfill and the compaction equipment that is used. Water may be added during the compaction process, to assist with compaction. The general process follows three steps that are repeated until the backfill is at grade level:

1. Backfill in layers of to 6 inches, using non-organic fill material that is free of debris
2. Compact with a 1,000-pound compactor, or as appropriate
3. Water thoroughly

OTHER CONSIDERATIONS

- ❖ The process of foundation removal and back fill could take an extra day or two per parcel, including labor and equipment, making the cost per parcel go up and slowing down the production rate of debris cleanup. This may raise the cost per cubic yard between 20 and 50 dollars.
- ❖ Due to economies of scale, the contractor reserves the right to seek a pricing change if awarded a task order of less than 300 parcels.

TEMPORARY DEBRIS MANAGEMENT SITE (TDSRS) DEVELOPMENT

Potential TDSRS's have been identified with **Boulder County**. Construction of these sites will commence and be completed within 48 hours of NTP, and they will be 100% operational within 72 hours. These sites will be operational 24/7 with collection crews working daylight hours only (safety) and debris processing crews being operational 24/7. Each site will be designated a site manager who will manage all site plans to include individual plans for the following:

- ❖ Site specific plan (to include site layout, photographs, operations, site personnel and access)
- ❖ Debris segregation plan
- ❖ Hazardous waste plan
- ❖ Environmental plan
- ❖ Fire prevention plan
- ❖ Accident plan
- ❖ Health and safety plan (site safety plan)
- ❖ Traffic control and access plan
- ❖ Inspection plan
- ❖ Dust control plan
- ❖ Location of ash disposal area, hazardous material containment area, contractor work area and inspection tower
- ❖ Location of incineration operations, grinding operation
- ❖ Site restoration plan

KDF will supply sufficient equipment, staff, and resources to process 200-500 cubic yards of debris per hour per crew. This will be predominantly by grinding or burning if applicable.



Each TDSRS will typically include, at a minimum, the following:

- ❖ 1 grinder and/or Air Curtain Incinerator
- ❖ 1 trackhoe
- ❖ 1 dozers
- ❖ 2 towers
- ❖ 5 16-20 cubic yard dump trucks
- ❖ 1 rubber-tired loader
- ❖ 1 water truck
- ❖ 1 motor grader
- ❖ 1 site manager
- ❖ 1-night manager
- ❖ 8 equipment operators
- ❖ 2 supervisors
- ❖ 5 laborers
- ❖ light plants
- ❖ hazardous material containment area

In addition, dependent on the project and the site size there may be additional equipment and personnel. The KDF TDSRS team will ensure all necessary clearances, permits, and licenses to operate the sites and will submit Site Plans to **Boulder County** complete with Site Specific Safety and/or Accident Prevention Plans, a Traffic Control Plan, a Dust Control Plan, and/or a Fire Prevention Plan for approval.

INSPECTION TOWER

The inspection of every load is critical to the documentation of the overall recovery process. The inspection towers provide a location for load verification and documentation of all incoming and outgoing debris. The towers will be 10 feet above ground, built to FEMA/USACE standards and be large enough to accommodate at least 3 monitors/inspectors at any one time. KDF has experienced staff and contractors on-hand who have built these towers to specification for more than 50 disaster projects (see our past performance list for a full list of disaster projects).

The role of these monitors/inspectors is to verify that each truck has been appropriately approved and measured, that the load fits with FEMA eligibility guidelines, that the % filled figure is accurately recorded on each ticket as well as to ensure that appropriate segregation of materials occurs. Once documented, all debris is processed in line with USACE requirements following all local, state, and national regulations.

KDF will assist the County's debris management consultant in:

- ❖ Monitoring multiple contractors and multiple trucks delivering materials to the TDSRS.
- ❖ Verify that each truck that delivers to the TDSRS matches its manifest ticket – truck and maximum capacity.
- ❖ Make sure truck is properly tarped when arriving at the TDSRS.
- ❖ Review trucks manifest and observe the truck bed to confirm that the truck was loaded to capacity or as described on manifest ticket, and completely empty on departure.
- ❖ Maintain manifest tickets in an organized manner for proper record review and storage.
- ❖ Initial load tickets before permitting truck to leave the TDSRS check-in area to empty its load
- ❖ Document location of origin of debris
- ❖ Troubleshoot questions and problems at the TDSRS and identify issues that could impact eligibility for cost reimbursements.



- ❖ Remain in contact with the central office/staging operation command center.
- ❖ Perform other duties as directed by USACE personnel, e.g., conduct final inspections and issue closeout reports.

HAZARDOUS MATERIAL CONTAINMENT AREA

KDF staff and contractors have many years of experience at DMS site development and are skilled in the construction of containment areas for hazardous materials. This is an important area needed to protect the health and safety of staff and the local community. As part of our planning phase, all the tools and materials needed for this construction will be made available to ensure no delay in site completion. The area will be built to FEMA specifications and in line with the requirements of the RFP to include:

- ❖ Ground prepared to enable a containment area with direct run off away from the containment area
- ❖ Defined safety perimeter lined with heavy gauge plastic and hay bales providing a waterproof barrier.
- ❖ Development of a lined storage area for ash, fuel and other materials with the potential to contaminate the soil and surrounding area.
- ❖ Construction of fenced in segregation areas to enable separate storage for segregated debris
- ❖ Construction of roadways with safe ingress and egress through the site focused on safety and efficiency of site use.
- ❖ Development of a gated entrance and full perimeter enabling appropriate security of staff and equipment, to include a guard building with 24-hour security.
- ❖ Providing clear and appropriate signage throughout the site to ensure appropriate site use.
- ❖ Development of an equipment staging area where equipment can be inspected for example for fuel or oil leaks. This will include measures such as the use of a lined area for fueling and equipment repairs to ensure this does not contaminate the area.
- ❖ The provision on plastic sheeting underneath all equipment and stationary vehicles such as generators and lights.

In addition, dependent on the type of disaster and the location and weather conditions there may be additional construction that is needed, for example in the cold weather conditions.

TDMS material segregation is necessary to process the debris efficiently. Collection crews will endeavor to segregate non grindable debris as much as is possible during collection however much of this segregation will occur onsite. Collected loads may vary vastly and include white goods, hazardous household waste, e-waste which must be segregated sometimes manually or mechanically to ensure contaminants are removed and that it is disposed appropriately.

For purposes of this contract the DMS will be used primarily for vegetative debris:

- ❖ **Vegetative debris** - Vegetative debris will be cleaned of C&D debris as much as is possible prior to reduction and recycling generally as ash or mulch.

During the operation of a DMS site, the following areas are critical:

- ❖ **Site Safety** for on-site workers and the community at large is our main priority and after an initial assessment of the safety plan prior to the start of the project this will remain the focus and accountability of the site manager throughout. An initial site safety meeting will include the following items:

- A full review of the Site Plan and all structures, traffic flow, first aid/eye wash stations, fire extinguishers and all emergency procedures and signage
 - An initial roll out of the Weekly Safety Meeting with all information as outlined in the Company Safety and Occupational Health Plan covered.
 - The Activity Hazard Analysis for each operations activity will be reviewed and discussed.
 - The emergency communication plan between the site management and site personnel will be briefed to ensure full understanding and cooperation.
- ❖ **Dust Control.** KDF provides water trucks which do routine trips throughout the site during the operations, keeping dry roads dampened to minimize dust. Water trucks are also used to dampen ash residue when removed from burn pit to ash pit. Attention is given to normal wind direction when layout of the site is prepared.
 - ❖ **Hazardous Materials Containment Area.** The Site Manager will regularly inspect the Hazardous Materials Containment area for any cuts, tears or leaks in the protective layer that lines the containment area. The Manager will also inspect the berm surrounding the area to ensure proper site runoff is still intact.
 - ❖ **Roadways.** Traffic will be designed as to allow the flow of incoming and outgoing debris trucks to avoid congestion. Safety, and directional signs will be posted throughout the site along with flagmen to assist and control traffic flow as well as for safety reasons. Road surfaces will be rock laid for easier maintenance and to protect from erosion. Private, non-operation-related traffic will be prohibited from the site.
 - ❖ **Communication.** Operators and flagmen are equipped with two-way radios on the same frequency as the office base radio unit so that communications will be readily accessible throughout the site.
 - ❖ Daily planning meetings between KDF/Client will ensure that appropriate zone/sections are prioritized, and that the area is serviced by priority and in full.
 - ❖ Each load of debris will be recorded and verified as agreed within the joint plan and tickets available to the client in daily/weekly reports. Databases will be closely maintained and reconciled to ensure they are accurate and available to the client. Once final reconciliation of the truck records has been made a final invoice will be provided.
 - ❖ Once first pass, second pass and final pass are completed the site reclamation plan will be put into effect ensuring appropriate restoration of the site.
 - ❖ All debris, including reduced debris, will be disposed of in line with Federal, State, and local laws and regulations. Any tipping fees can be paid by KDF at the time of disposal and invoiced if required.

DEBRIS REDUCTION

Once debris has arrived at the TDSR and has been segregated then plans for disposal of the debris are put into place. Some of this debris will be transported to relevant recycling facilities or a final disposal site. Vegetative debris is bulky and can consume a significant volume of landfill space if buried, therefore reducing the volume of this debris prior to disposal is important and it may be reduced by as much as 75 percent by mulching or grinding and as much as 90% through burning where appropriate.



At KDF we have a strong focus on recycling and reducing the amount of debris that ends up in our landfill sites. We make every effort to find local sources where the resulting mulch can be used for renewable energy, environmental resourcing, and erosion support in the local environment. We also implement a recycling and reduction program for C+D debris, Metal maulers and shredders may be used for metal debris in agreement with the **County**. Concrete, asphalt, and masonry debris can be crushed and used as a base material for road construction. Great care will be taken to seek to recycle all appropriate materials that cannot be reduced at local recycling centers.

Volume reduction by grinding or chipping is typically the method used for reduction of vegetative debris for environmental reasons. The production of wood chips as a source of renewable energy is an environmental advantage to this process which KDF favors over reduction by burning. Grinders (horizontal and/or tub grinders) depending on the site will be used within a designated area at the TDRS. Safety is of prime importance in these operations and so an exclusion zone around the site will be maintained and a dust control plan in operation to ensure any dust from the grinders does not affect the local community. Any mulch which is produced by the grinding process will be stored appropriately and safely to ensure it does not spontaneously combust.

Volume reduction by burning may be used as a method of reduction only where we are directed to do so by the government or **Boulder County** and will only be carried out within government and state guidelines. This applies to both open air burning and air curtain burning. This process of reduction will not be carried out on any material which is known or suspected to contain potential hazardous compounds such as asbestos. The accident and fire protection plans as well as the site plans will provide strict guidelines for these operations and all personnel working on site must be provided with training and be signed off as competent prior to commencement of burning operations. Both open air and air curtain sites will not be within 1000 feet from any occupied structure and 100 feet from any stockpile of debris.

Ash debris will be removed at the end of each burning cycle, it will be wetted and transferred to a designated ash storage area which will remain at least 100 feet from any debris stockpile. The ash storage area will be purpose built and will ensure no contamination of the local area. Once the storage of ash reaches an agreed quantity it will be assessed in line with the environmental plan prior to removal to an appropriate final disposal site.

Final Disposal of Collected and Reduced Debris

The final destination of the collected debris will very much depend on the nature and type of debris but can be broadly categorized as follows:

Vegetative debris such as trees, stumps and leaves typically make up the largest proportion of storm debris. They can be processed and reduced as described previously, resulting in mulch or ash. KDF can recycle mulch as a fuel product while we will dispose of ash at a center in accordance with federal, state, and local regulations. If this level of processing is not required, then this debris will be compacted in line with FEMA regulations and transported to an agreed disposal site.

Increasingly newer and more specialized recycling options are being developed and these can be discussed and applied specifically to your requirements.

Where necessary, tipping fees can be paid by KDF and invoiced to **Boulder County** at project completion.



To keep costs low, we will use existing disposal sites wherever possible and in agreement with **Boulder County**.

At the point of closure of each TDSRS the individual site restoration plan will ensure that we leave each site in an appropriate manner for the local community and the environment.

These sites will have experienced a heavy workload and as such site restoration is an important step. In general, this will involve final removal of all debris and debris storage areas, environmental assessment of any potential hazards and introduction of measures if required and removal of structures such as site offices and monitoring towers.

In addition, restoration of ground cover typically through topsoil and seeding is carried out, all with the aim of returning the area to its pre-disaster condition as far as is possible.

- Once all field work, ticket reconciliation and invoicing are completed KDF can continue to support FEMA reimbursement if required.
- An After-Action Review will be completed across the project team in collaboration with the client and the results shared across both organizations to support further joint working.

To close out the project, KDF will submit a detailed final report summarizing all the disaster activities performed. This will include logs of debris hauled by volume and type, final disposal locations and the amounts of debris for each, and all relevant financials for the project. KDF will continue to work with **Boulder County** and submit any other requested information until everyone is satisfied that the project is closed out and final approval is given. In addition to ongoing reviews throughout the life of the project a detailed After Action Review (AAR) will be carried out at the close of the project to ensure all key learnings and success are captured for ongoing development across KDF and **Boulder County**.

TAB 3

PAST EXPERIENCE WITH SIMILAR PROJECTS



PAST EXPERIENCE WITH SIMILAR PROJECTS

KDF Enterprises, LLC is a leading nationwide provider of personnel, equipment, and services for disaster recovery as well as general contracting and staffing solutions. Our management team has responded to everything from wildfires, hurricanes, flooding, and agricultural disasters to debris management, site clearing, and rights-of-way maintenance.

KDF are committed to serving local communities with time critical recovery services and take pride in the reputation we have built for rapid deployment, excellent quality work and highly experienced project management ensuring that we complete our commitments on time and on budget.

Our senior management team has developed an approach for responding to disasters that places it ahead of the industry. This approach governs the daily activities of KDF and is rooted in the following five principles:

- **Responsiveness**: We respond with a sense of urgency to satisfy our client's needs.
- **Innovation**: We strive to implement creative solutions that wholly satisfy the project's issues.
- **Safety**: We define ourselves by the safety of our employees and the communities where we work.
- **Competitiveness**: We offer a great value service that balances cost with performance ensuring we complete each project on time and on budget
- **Ethical**: We approach each client and project with the highest regard for ethical standards and place honesty and integrity at the heart of what we do.

We take pride in maintaining the highest levels of safety, quality, and integrity in all our services and operations. KDF management personnel have been involved in over 200 disaster projects throughout the US. Our resources are substantial. Equipment and personnel can be deployed within hours. In addition to our own assets and resources, KDF maintains relationships with nationwide specialty subcontractors experienced in recovery missions.

Our Management team has a thorough understanding of the policies and procedures suggested and/or required by FEMA for reimbursement following major disaster declaration and we can confidently support and navigate our customers through the process.

PAST PERFORMANCE

The KDF team has provided planning, management, equipment, and personnel for the natural disaster recovery industry for more than 50 years combined. From smaller disasters such as floods and ice storms to major catastrophes like wildfires, hurricanes, tornados, and earthquakes, we are experienced in all phases of recovery. KDF Enterprises, LLC and its leadership team have performed the following major debris removal projects and have extensive experience in ensuring compliance with FEMA guidelines and municipalities contracts.



2021 Tornado, Bibb County, Alabama

After a tornado caused widespread damage across Alabama in March of this year, KDF's contract with the ACCA was activated again to provide debris removal, DMS management and reduction services in Bibb County. KDF removed 118,189 cubic yards of vegetative debris. Contract amount: \$1,347,354.60



2020 Hurricanes Laura and Zeta, Jefferson Davis Parish, Louisiana

Last year brought one of the most active hurricane seasons on record, especially in the State of Louisiana and the Northern Gulf of Mexico. Beginning in October, KDF provided debris removal, DMS management and reduction services to Jefferson Davis Parish, including the removal and reduction of 108,345 cubic yards of vegetative debris, 32,529 cubic yards of C&D debris, 11,525 hangers and 117 leaners. Contract amount: \$2,532,929.85

2019 Alabama Tornadoes, Lee County, Alabama

KDF provided management, collection, removal, and disposal services for tornado related debris to Lee County, Alabama in March 2019. More than 160,000 cubic yards of vegetative debris and close to 7,000 tons (14 million pounds) of C&D debris have been removed.

2018 to Present, River Debris Removal, North Carolina

Since 2018, KDF has been providing river debris removal in Sampson and Robeson Counties, North Carolina, to cleanup damage caused by Hurricanes Matthew and Florence. These projects were in a working agreement between the Friends of Sampson County Waterway and the Cohaire Tribe. These waterway debris removal projects covered an estimated 60 miles of river debris.



2018 Hurricane Florence, City of Lumberton, North Carolina

KDF provided management, collection, removal, and disposal services for Hurricane Florence related debris to the City of Lumberton, North Carolina in September 2018. Canal operations totaled over 50,000 linear feet. Canal operations used a range of vessels, as canals varied from 4 feet to 40 feet in width.

Alabama Tornadoes 2018

KDF provided management, collection, removal, and disposal of tornado related debris across Calhoun County, Jacksonville and JSU in 2018, managing more than 400,000 cubic yards of debris. Contract Amount: \$2,123,286.00

2017 Hurricane Maria, Puerto Rico

Hurricane Maria is regarded as the worst natural disaster on record in Dominica and Puerto Rico. The category 5 Hurricane was the deadliest storm of the hyperactive 2017 Atlantic hurricane season. Puerto Rico suffered catastrophic damage, including destruction of its previously damaged electrical grid. Total losses from the hurricane are estimated at upwards of \$91.61 billion (2017 USD), mostly in Puerto Rico, ranking it as the third-costliest tropical cyclone on record. Recovery got off to a slow start in Puerto Rico and starting in December



2017 KDF teams assisted in the recovery efforts across the North and East of the Island. Contract amount: \$5,704,277.00

2017 Hurricane Irma, Florida

Irma was the first Category 5 hurricane of the 2017 Atlantic hurricane season in September and caused widespread and catastrophic damage throughout its long lifetime, particularly in the northeastern Caribbean and the Florida Keys. It was also the most intense hurricane to strike the continental United States since Katrina in 2005, the first major hurricane to make landfall in Florida since Wilma in the same year, and the first Category 4 hurricane to strike the state since Charley in 2004. Total losses from the hurricane are estimated at More than \$50 billion in the US alone. KDF teams assisted in the recovery efforts across multiple counties and cities in Florida. \$15,924,334.00.

2017 Hurricane Harvey, Houston

Hurricane Harvey is tied with Hurricane Katrina as the costliest tropical cyclone on record, inflicting at least \$125 billion (2017 USD) in damage, primarily from catastrophic rainfall-triggered flooding in the Houston metropolitan area. It was the first major hurricane to make landfall in the United States since Wilma in 2005, ending a record 12-year span in which no hurricanes made landfall at such an intensity in the country.



In a four-day period, many areas received more than 40 inches (1,000 mm) of rain as the system slowly meandered over eastern Texas and adjacent waters, causing unprecedented flooding. With peak accumulations of 60.58 in (1,539 mm), Harvey was the wettest tropical cyclone on record in the United States. The resulting floods inundated hundreds of thousands of homes, displaced more than 30,000 people, and prompted more than 17,000 rescues. KDF was onsite as the hurricane hit and KDF teams assisted in the recovery efforts across multiple counties and cities in Texas. Disaster debris removal and disposal of 600,000+ Cubic Yards of debris resulting from Hurricane Harvey in the City of Houston and 700,000+ Cubic Yards in Harris County.

2016 Hurricane Matthew

Hurricane Matthew, a powerful Category 5 Atlantic hurricane, brought widespread destruction, devastation, and loss of life in the fall of 2016. Matthew was the first Category 5 Atlantic hurricane since Felix in 2007 and the second major hurricane to strike the region in the 2016 hurricane season. It caused over \$15 billion worth of damage. This storm swept up the Atlantic seaboard of the United States, leaving extensive property damage and debris in its wake along the coastal areas.



KDF was on site as the hurricane struck, ready to direct push crews to clear the roads for emergency vehicles as soon as the storm cleared. After the storm passed, KDF orchestrated recoveries around the Daytona Beach, Florida area; St. Augustine, Florida; as well as the North Carolina counties of Roberson, Bladen, and Columbus leading to hauling over 200,000 cubic yards of debris and cut over 60,000 to help restore these communities.

2016 Hurricane Hermine

Until Hurricane Hermine, Florida had enjoyed a period of about ten years without a hurricane making landfall. In the fall of 2016, Hermine developed as the ninth tropical depression in the and became the hurricane that struck the Florida panhandle, causing substantial damage, debris, and flooding across the region. KDF was on site immediately, working closely with Florida DOT representatives to ensure a quick response. In the recovery, KDF managed the collection, hauling, and proper disposal of over 20,000 cubic yards of debris in Leon County and Tallahassee, Florida.



2016 Louisiana Severe Flooding

During the fall of 2016, Louisiana suffered persistent heavy rainfall resulting in catastrophic flooding in the state. Numerous rivers and other bodies of water reached record heights, and rainfall surpassed twenty inches in various parishes.



KDF managed over twenty-five haul trucks in the Baton Rouge and Lafayette areas. This project included the implementation and installation of a GPS tracking system for all the trucks. The GPS system tracked the trucks in real time and stored travel logs of the trucks for the entire project, reviewable by both the monitoring firm and Louisiana DOT. As a result, KDF orchestrated the hauling over 150,000 cubic yards of debris and provided Louisiana a substantial step towards returning the area to normal.

2015 – 2016 Texas Flood Event

After days of heavy rain, Texas was slammed with a slow-moving torrential rainfall that created multiple punishing floods throughout the region. Over 1,000 homes were damaged or destroyed from the resulting disaster. Tens of millions of dollars of repair work was needed to repair and restore public infrastructure and address the resulting debris strewn throughout the area.



KDF was involved with hauling and clearing for Hays County, Caldwell County, Martindale, and San Marcos, helping to restore and repair the streets with ROW work as well as clearing debris from the parks and rivers. Search and recover. For our outstanding work, KDF received multiple commendations including the City of San Marcos and Hays County Emergency Medical Services.

2015 Avian Flu Outbreak, Iowa

Two key elements provided by KDF Enterprises, LLC were the preparation and disinfecting of HPAI contaminated facilities. Although activated over the July 4th holiday weekend, KDF Enterprises LLC was able to mobilize over 200 staff members and all necessary equipment to Iowa within 24-48 hours to start this project. After seeing our commitment to completing the projects awarded to us, the USDA continued to amend our scope.

KDF completed over \$50,000,000 of work within 3 months. Our goal was to have farmers back in their farms and back to normal as soon as possible. Our work was not only well received by the USDA but the



farmers themselves, recommending us highly to other farmers in the area and the USDA. While this project was very demanding, KDF's team still met all expectations for work it was carrying out for TXDOT. Cleaning up ROW and Hazardous trees that posed a danger to the public at large.

2015 Tennessee Ice Storm

In February of 2015, Tennessee was hit with an ice storm that was described as the worst ice storm to hit Middle Tennessee in two decades. Power outages spread throughout the area as electric lines suffered from freezing rain and falling limbs. Trees were knocked down due to the staggering amount of ice accumulation. To make matters worse, the temperate was historically low—the lowest average February temperature for the area in over thirty years. Despite these hardships, KDF still managed the hauling of over 160,000 cubic yards of debris from the area.

2014 South Carolina and North Carolina Ice Storm

The mid-February ice storm of 2014 imparted catastrophic economic damage, loss of life, and destruction to North and South Carolina. Snow, sleet, and frozen rain soaked covered the trees and roads wreaking widespread disruption for transportation, power transmission, and daily life. South Carolina suffered over \$360 million worth of damage to its forestland, negatively impacting the very important timber industry in the area. KDF responded quickly to the situation, and managed multiple projects across counties and states. The cut and haul crews covered over 4,600 miles within Horry and Georgetown counties. KDF's team hauled over 75,000 cubic yards of debris and cut over 10,000 broken limbs and leaning trees in Guilford county.

2011-2013 Bastrop Wildfire

The 2011 drought in central Texas paved way for one of the most devastating fires to ever hit the United States, burning over 40,000 acres with 1700 structures damaged. KDF's team was instrumental in assisting Bastrop County through these hard times. Wade Kilpatrick met daily with Bastrop County, FEMA's Environmental team and the Endangered species consultants contracted with FEMA, to be sure no impact was made to the Houston Toad.

EXPERIENCE WITH FEMA REIMBURSEMENT

KDF has many years of experience in successful FEMA reimbursement work and no client has ever been denied reimbursement for work KDF has performed. Our FEMA liaison officers are fully versed in this process, including FEMA documentation, eligibility and compliance and are available to provide as much support and assistance as required before, during and after the recovery process to ensure full reimbursement for our clients. All our management team and our FEMA liaison officers have taken formal FEMA certified training and are also able to provide in-house training to whatever level is required by **Boulder County**.

RECYCLING

Having worked numerous natural disasters, the KDF has extensive experience of solid and hazardous waste management. At KDF we have a strong focus on recycling and reducing the amount of debris that ends up in our landfill sites. We make every effort to find local sources where the resulting mulch can be used for renewable energy, environmental resourcing, and erosion support in the local environment. We also implement a recycling and reduction program for C+D debris, Metal maulers and shredders may be used for metal debris in agreement with **Boulder County**. Concrete, asphalt, and masonry debris can be



crushed and used as a base material for road construction. Great care will be taken to seek to recycle all appropriate materials that cannot be reduced at local recycling centers.

EXPERIENCE OF KEY PERSONNEL

TEAM MEMBER	KEY QUALIFICATIONS	STORM/DISASTER PROJECTS
<p>WALLY WEBB, Project Manager</p>	<ul style="list-style-type: none"> • 20 Years of hands-on experience in Disaster Response and Recovery • Key Expertise: Waterway Debris Removal, Public Assistance Projects, TDRS Operation Management, FEMA Compliance, Collection and Disposal, Private Property Debris Removal • OSHA 510: 40-Hour Construction Safety • OSHA 40-Hour HAZWOPER • OSHA 7600 Disaster Site Worker • OSHA 10-Hour Construction Safety 	<ul style="list-style-type: none"> • Hurricane Katrina • Hurricane Irma • Hurricane Harvey • Hurricane Maria, • Alabama Tornadoes • Hurricane Michael • Hurricane Florence • Hurricane Matthew • Texas Floods
<p>BRYCE FLETCHER, Project Manager</p>	<ul style="list-style-type: none"> • 30 Years of Experience • Areas of Expertise: Project Management, Disposal Site Management, Inter-local Coordination; FEMA/FHWA Grant Administration, Project Staffing, Data Management, Project Closeout, Vessel Removal, TCIA/ISA guidelines and compliance; Operation and basic maintenance on variety of heavy equipment (i.e., dozers, front-end loaders, excavators, chain saws) • OSHA 40-Hour general Industry Safety Certified - 2020 • Certified Treecare Safety Professional TCIA CTSP #03304 – 2019 • Qualified Crew Leader Certified TCIA - 2019 • Certified Chainsaw Safety Professional TCIA – 2019 • Certified Ground Operations Specialist TCIA -2019 • Certified Tree Worker Safety Professional TCIA – 2019 • Qualified Technical Tree Safety Supervisor NATS - 2018 • Tree Risk Assessment Qualified ISA – 2018 • Electrical Hazards Awareness Trained TCIA - 2018 • Certified Quality Control (USACE) – 2009 • Safety Guidelines Class (USACE) – 1993 	<ul style="list-style-type: none"> • Hurricane George • Gwinnett County Tornadoes • Red River Floods • Hurricane Fran • Hurricane Erin • Midwestern Floods • Hurricane Andrew • Hurricane Hugo

<p>WADE KILPATRICK, President / Owner</p>	<ul style="list-style-type: none"> • President/Owner of KDF Enterprises, LLC • 15 Years of Storm/Disaster Experience • OSHA 510: 40 Hour Construction Safety • OSHA HAZWOPPER 40 Hours • OSHA 7600 Disaster Site Worker • OSHA Construction Safety 10 Hour • IS 00700: NIMS, an Introduction • Areas of Expertise: Public Assistance Projects, FEMA Project Worksheet Development, Supervising Field Operations, FEMA Appeals Support, FEMA Compliance Monitoring and Auditing Oversight, Collection/Disposal Monitoring, Private Property Debris Removal Administration, Waterway Cleanup 	<ul style="list-style-type: none"> • Hurricanes Laura and Zeta • Hurricane Florence • Alabama Tornado • Hurricane Hermine • Bastrop Wildfire • Hurricane Harvey • Hurricane Maria • Hurricane Irma • Hurricane Matthew • Hurricane Ike • Hurricane Wilma • Hurricane Irene • Hurricane Katrina • Hurricanes Charley and Frances
<p>MARC WATKINS, VP of Operations</p>	<ul style="list-style-type: none"> • 30+ Years of Experience in Construction and Disaster Response Recovery • Director of Business Development of KDF Enterprises, LLC • Served in Many Capacities on Storm Debris Removal Projects, including Operations Manager, Project Manager and Quality Control Systems Manager • Other Areas of Expertise: Estimating, DMS Operations, FEMA Compliance, Waterway Debris Removal, Debris Management, Private Property Debris Removal and Client Relations • FEMA Certifications: IS-00033.17, IS-00632, IS-00035.17, IS-00100, IS-200.C, IS-00700 • BS in Business Management/Finance (1996) 	<ul style="list-style-type: none"> • SC Winter Ice Storm • Louisiana Floods • Hurricane Matthew • Hurricane Hermine • Hurricane Harvey • Hurricane Irma • Alabama Tornado • Hurricane Michael • Deepwater Horizon Oil Spill • Hurricanes Laura and Zeta
<p>PETER SANDER, Subcontracts Manager</p>	<ul style="list-style-type: none"> • 16 Years of Storm/Disaster Experience • 9 Years of QA Experience • Project Manager/Operations Manager • OSHA Construction Safety and Health 30-Hour • HAZWOPER 40 Plus Hours • Key Expertise: Project Management, Disposal Site Management, Inter-local Coordination, FEMA/FHWA Grant Administration, Project Staffing, Data Management, Project Closeout and Vessel Removal 	<ul style="list-style-type: none"> • Hurricane Maria • Hurricane Irma • Louisiana Floods • Hurricane Hermine • Hurricane Matthew • Winter Storm Pax • Bastrop Wildfire • Hurricane Katrina • Groundhog Day Tornado • Hurricane Irma
<p>MARK A. WELLS, FEMA Compliance</p>	<ul style="list-style-type: none"> • 13 Years of Storm/Disaster Experience • Operations/Project Management on Multiple Disaster Response Projects 	<ul style="list-style-type: none"> • Hurricane Harvey • Hurricane Irma



	<ul style="list-style-type: none"> • Levee and Environmental Experience • Federal Government Project Liaison • Extensive Experience Creating and Facilitation Intensive Training Programs • Project Supervisor Levee work USACE 2013 Nebraska, South Dakota, Iowa, and Missouri 	<ul style="list-style-type: none"> • Hurricane Maria • Hurricane Matthew • Alabama Tornados
TIM BARNA Documentation Manager	<ul style="list-style-type: none"> • 4 Years of Storm/Disaster Experience • Background in Financial Reporting and Safety Management • Experience in Debris Cleanup and DMS Management • Bachelor's Degree (1986) • FINRA, 7 and 66 Securities Licensed • California Department of Insurance, California Insurance Licensee + Long Term Care & Annuity • OSHA Safety Training Institute, HAZWOPPER 40hr • DPR, QAL - Qualified Application License 	<ul style="list-style-type: none"> • Hurricanes Laura and Zeta • Santa Rosa/Napa Wildfires • Hurricane Michael

STATEMENT OF COMPLIANCE

KDF complies with the Terms and Conditions in the Sample Contract contained in this Bid.

DUNS NUMBER

06-531-9783

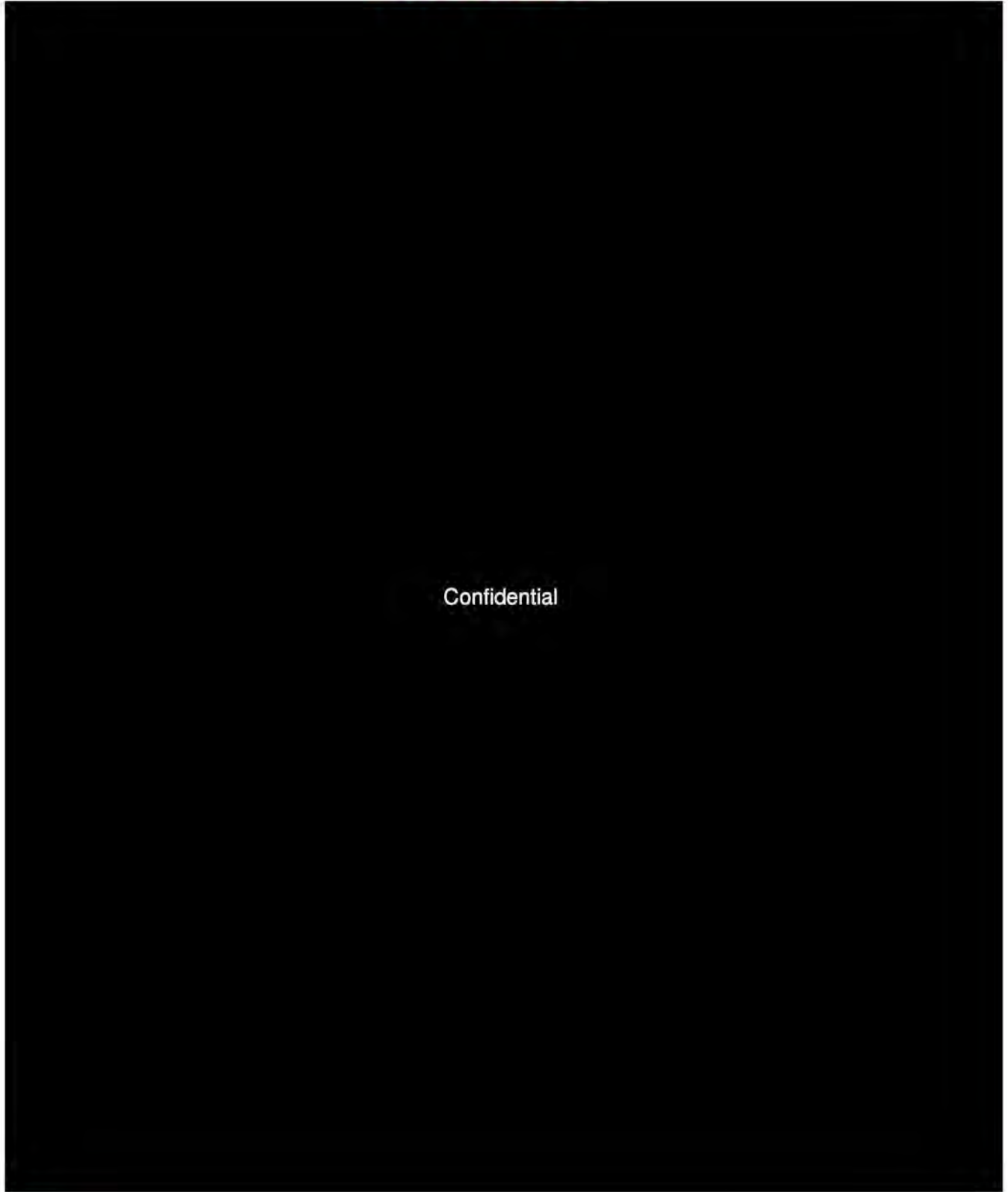


TAB 4

REFERENCES



REFERENCES



Confidential



Confidential

Confidential

Confidential

Confidential

TAB 5

REQUIRED FORMS AND OTHER DOCUMENTS





Boulder County Purchasing
 1325 Pearl Street
 Boulder, CO 80302
purchasing@bouldercounty.org

SUBMITTAL SECTION

✓ The proposer's attention is especially called to the items listed below, which must be submitted in full as part of the PROPOSAL. Failure to submit any of the documents listed below as a part of your PROPOSAL, or failure to acknowledge any addendum in writing with your PROPOSAL, or submitting a proposal on any condition, limitation or provision not officially invited in this Request for Proposal (RFP) may be cause for rejection of the PROPOSAL.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL PACKAGE: Proposer will check each box indicating compliance:

INCLUDED	ITEM
✓ N/A	Name and Address of the Partners and Subcontractors if applicable
✓	A detailed project schedule with a completed rate sheet
✓	Information on the relevant experience of key personnel
✓	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.
✓	Submit three references for similar projects your company has completed within the last three years and contact information
✓	Insurance Certificate
✓	W-9
✓	Signature Page
✓	Addendum Acknowledgement(s) (If Applicable)



Boulder County Purchasing
 1325 Pearl Street
 Boulder, CO 80302
purchasing@bouldercounty.org

SIGNATURE PAGE

Contact Information	Response
Company Name including DBA	KDF Enterprises, LLC
List Type of Organization (Corporation, Partnership, etc.)	Limited Liability Company
Name, Title and Email Address of Person Authorized to Contract with Boulder County	Marc Watkins mwatkins@kdf-global.com
Company Address	370 Mountain View Rd Springville, AL 35146
Company Phone Number	251-298-8487
Company Website	kdfllc.com

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.



2/1/2022

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.

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, KDF Enterprises, LLC, 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

Marc Watkins, Vice President of Operations

Name and Title of Contractor's Authorized Official

2/1/2022

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]*



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: 2/1/2022

Name of Company KDF Enterprises, LLC

End of Document

BID BOND
(See instructions on reverse)

DATE BOND EXECUTED (Must not be later than bid opening date)
2/1/2022

OMB Control Number: 9000-0045
Expiration Date: 8/31/2022

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 USC § 3507, as amended by section 2 of the Paperwork Reduction Act of 1995. You do not need to answer these questions unless we display a valid Office of Management and Budget (OMB) control number. The OMB control number for this collection is 9000-0045. We estimate that it will take 1 hour to read the instructions, gather the facts, and answer the questions. Send only comments relating to our time estimate, including suggestions for reducing this burden, or any other aspects of this collection of information to: General Services Administration, Regulatory Secretariat Division (M1V1CB), 1800 F Street, NW, Washington, DC 20405.

PRINCIPAL (Legal name and business address)

KDF Enterprises, LLC
3512 Godwin Ct., Ste A
Mobile, AL 36693

TYPE OF ORGANIZATION ("X" one)

INDIVIDUAL PARTNERSHIP JOINT VENTURE
 CORPORATION OTHER (Specify) **L.L.C.**

STATE OF INCORPORATION

Georgia

SURETY(IES) (Name and business address)

The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653

PENAL SUM OF BOND				BID IDENTIFICATION	
PERCENT OF BID PRICE	AMOUNT NOT TO EXCEED			BID DATE	INVITATION NUMBER
5%	MILLION(S)	THOUSAND(S)	HUNDRED(S)	2/1/2022	
	Five Percent	(5%) of the Amount Bid		FOR (Construction, Supplies or Services)	RFP Number: 7301-22 Private Property Structural Debris and Hazard Tree Removal Operations

OBLIGATION:

We, the Principal and Surety(ies) are firmly bound to the United States of America (hereinafter called the Government) in the above penal sum. For payment of the penal sum, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally. However, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" as well as "severally" only for the purpose of allowing a joint action or actions against any or all of us. For all other purposes, each Surety binds itself, jointly and severally with the Principal, for the payment of the sum shown opposite the name of the Surety. If no limit of liability is indicated, the limit of liability is the full amount of the penal sum.

CONDITIONS:

The Principal has submitted the bid identified above.

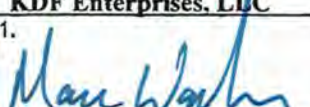
THEREFORE:

The above obligation is void if the Principal - (a) upon acceptance by the Government of the bid identified above, within the period specified therein for acceptance (sixty (60) days if no period is specified), executes the further contractual documents and gives the bond(s) required by the terms of the bid as accepted within the time specified (ten (10) days if no period is specified) after receipt of the forms by the principal; or (b) in the event of failure to execute such further contractual documents and give such bonds, pays the Government for any cost of procuring the work which exceeds the amount of the bid.

Each Surety executing this instrument agrees that its obligation is not impaired by any extension(s) of the time for acceptance of the bid that the Principal may grant to the Government. Notice to the surety(ies) of extension(s) is waived. However, waiver of the notice applies only to extensions aggregating not more than sixty (60) calendar days in addition to the period originally allowed for acceptance of the bid.

WITNESS:

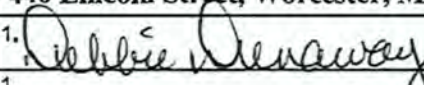
The Principal and Surety(ies) executed this bid bond and affixed their seals on the above date.

KDF Enterprises, LLC		PRINCIPAL		Corporate Seal
SIGNATURE(S)	1.  (Seal)	2. _____ (Seal)	3. _____ (Seal)	
NAME(S) & TITLE(S) (Typed)	1. Marc Watkins Vice President of Operations	2. _____	3. _____	

INDIVIDUAL SURETY(IES)

SIGNATURE(S)	1. _____ (Seal)	2. _____ (Seal)
NAME(S) (Typed)	1. _____	2. _____

CORPORATE SURETY(IES)

SURETY A	NAME & ADDRESS	STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
		The Hanover Insurance Company 440 Lincoln Street, Worcester, MA 01653	New Hampshire	
SIGNATURE(S)	1. 	2. _____		Corporate Seal
NAME(S) & TITLE(S) (Typed)	1. Debbie Dunaway, Attorney-in-Fact	2. _____		

SURETY B	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY C	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY D	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY E	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY F	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		
SURETY G	NAME & ADDRESS		STATE OF INCORPORATION	LIABILITY LIMIT (\$)	Corporate Seal
	SIGNATURE(S)	1.	2.		
	NAME(S) & TITLE(S) <i>(Typed)</i>	1.	2.		

INSTRUCTIONS

1. This form is authorized for use when a bid guaranty is required. Any deviation from this form will require the written approval of the Administrator of General Services.
2. Insert the full legal name and business address of the Principal in the space designated "Principal" on the face of the form. An authorized person shall sign the bond. Any person signing in a representative capacity (e.g., an attorney-in-fact) must furnish evidence of authority if that representative is not a member of the firm, partnership, or joint venture, or an officer of the corporation involved.
3. The bond may express penal sum as a percentage of the bid price. In these cases, the bond may state a maximum dollar limitation (e.g., 20% of the bid price but the amount not to exceed _____ dollars).
4. (a) Corporations executing the bond as sureties must appear on the Department of the Treasury's list of approved sureties and must act within the limitations listed therein. The value put into the LIABILITY LIMIT block is the penal sum (i.e., the face value) of the bond, unless a co-surety arrangement is proposed.
 (b) When multiple corporate sureties are involved, their names and addresses shall appear in the spaces (Surety A, Surety B, etc.) headed "CORPORATE SURETY(IES)." In the space designated "SURETY(IES)" on the face of the form, insert only the letter identifier corresponding to each of the sureties. Moreover, when co-surety arrangements exist, the parties may allocate their respective limitations of liability under the bond, provided that the sum total of their liability equals 100% of the bond penal sum.
- (c) When individual sureties are involved, a completed Affidavit of Individual Surety (Standard Form 28) for each individual surety, shall accompany the bond. The Government may require the surety to furnish additional substantiating information concerning its financial capability.
5. Corporations executing the bond shall affix their corporate seals. Individuals shall execute the bond opposite the word "Corporate Seal"; and shall affix an adhesive seal if executed in Maine, New Hampshire, or any other jurisdiction requiring adhesive seals.
6. Type the name and title of each person signing this bond in the space provided.
7. In its application to negotiated contracts, the terms "bid" and "bidder" shall include "proposal" and "offeror."

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Kathleen B. Scarborough, Dewey B. Mason, Jim E. Brashler, Susan Skrmetta, Lisa Butler, Patrick Mason, James E. Brashler, Debbie Dunaway, Lessie R. Anderson, Troy P. Wagener and/or Julie C Livingston

Of BXS Insurance of Biloxi, MS each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Fifty Million and No/100 (\$50,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

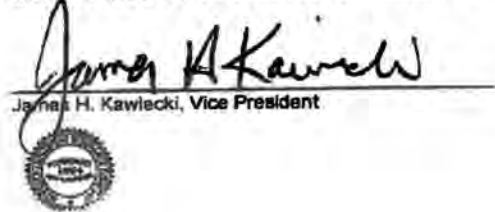
RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 10th day of January, 2022.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Bryan J. Sawtelle, Executive Vice President

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

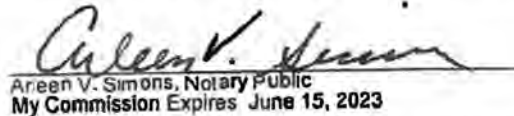

James H. Kawlecki, Vice President



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

On this 10th day of January, 2022 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.

ARLEEN V. SIMONS
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
June 15, 2023


Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 10th day of February, 2022.

CERTIFIED COPY

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

John A. Rowedder, Vice President



January 31, 2022

Boulder County Purchasing /
Boulder County Resource Conservation Division
1325 Pearl Street
Boulder, CO 80302

KDF Enterprises, LLC
3512 Godwin Ct., Ste A
Mobile, AL 36693

Subject: RFP #7301-22, Private Property Structural Debris & Hazard Tree Removal Operations
Re: Bonding Capacity

To Whom It May Concern:

I am pleased to advise you that it has been the privilege of our agency to provide surety bonds for KDF Enterprises, LLC. We have a bond program set up for KDF Enterprises, LLC through The Hanover Insurance Company, an A XV Best Rated Carrier, that provides them with a bonding capacity of \$15,000,000 single and \$50,000,000 aggregate.

We stand ready and able to issue bonds for KDF Enterprises, LLC at any time. Issuance of final bonds will be subject to standard underwriting at the time of the final bond request, which will include but not be limited to the receipt of current financial information, acceptability of the contract documents, bond forms, and financing. The Surety and BXS Insurance, Inc., along with their agents and owners assume no liability to you or any third party for failure to issue any bonds.

We highly recommend KDF Enterprises, LLC to your company. If you have any questions or wish to discuss further, please feel free to call me at 1-800-356-3083.

Sincerely,

Patrick Mason
Surety Account Executive

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

KDF Enterprises, LLC

is an entity formed or registered under the law of Georgia has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20191528375 .

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 01/28/2022 that have been posted, and by documents delivered to this office
electronically through 01/31/2022 @ 13:53:11 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 01/31/2022 @ 13:53:11 in accordance with applicable law.
This certificate is assigned Confirmation Number 13758566 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/31/2022

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 McGriff Insurance Services, Inc. 5080 Spectrum Dr., Suite 900E Addison, TX 75001	CONTACT NAME: PHONE (A/C, No, Ext): 469-232-2100	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Starr Indemnity & Liability Company		38318
INSURER B : Starr Surplus Lines Insurance Company		13604
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
 KDF Enterprises, LLC
 KDF Forestry, Inc.
 1101 W. 34th Street, Suite 211
 Austin, TX 78705

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
B	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> No Wildfire Excl <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			Confidential	11/05/2021	11/05/2022	EACH OCCURRENCE	\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000	
							MED EXP (Any one person)	\$ 5,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
							Per Project Agg Capped	\$	
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"/> HIRED Phys Damage <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					11/05/2021	11/05/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
								BODILY INJURY (Per person)	\$
								BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$	
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$				11/05/2021	11/05/2022	EACH OCCURRENCE	\$ 5,000,000	
							AGGREGATE	\$ 5,000,000	
							Products & Completed Ops	\$ 5,000,000	
	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 / A						PER STATUTE OTH-ER		
							E.L. EACH ACCIDENT	\$	
							E.L. DISEASE - EA EMPLOYEE	\$	
							E.L. DISEASE - POLICY LIMIT	\$	
B	Contractor's Pollution Liability				11/05/2021	11/05/2022	Aggregate-Subject to GL Aggregate Limit	\$ 2,000,000	
							Each Occurrence	\$ 1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Contractor's Pollution Liability is Included as an Underlying Coverage on the Excess Liability Policy.

CERTIFICATE HOLDER

For Information Purposes Only

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

R Michael Bredlove, Jr

Request for Taxpayer Identification Number and Certification

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

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

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. KDF Enterprises, 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. <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 <small>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.</small> <input type="checkbox"/> Other (see instructions) ▶	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. 370 Mountain View Road	Requester's name and address (optional)
6 City, state, and ZIP code Springville, Alabama 35146	
7 List account number(s) here (optional)	

Print or type.
See Specific Instructions on page 3.

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												
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or												
Employer identification number												

Confidential

Part II Certification

Under penalties of perjury, I certify that:

1. 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
2. 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
3. I am a U.S. citizen or other U.S. person (defined below); and
4. 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 ▶ <i>Cynthia L. Calvin</i>	Date ▶ <i>4/21/21</i>
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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.

KDF ENTERPRISES LLC

ALERT! This entity is only available FOR OFFICIAL USE ONLY.

DUNS Unique Entity ID 065319783	SAM Unique Entity ID KTLLSNCK8QY6	CAGE / NCAGE 7DKK7
Purpose of Registration All Awards	Registration Status Active	Expiration Date Dec 27, 2022
Physical Address 370 Mountain View RD Springville, Alabama 35146-7317 United States	Mailing Address 370 Mountain View RD Springville, Alabama 35146 United States	

Business Information

Doing Business as KDF Forestry	Division Name Kdf Enterprises	Division Number (blank)
Congressional District Alabama 03	State / Country of Incorporation Georgia / United States	URL www.kdfglobal.co
MPIN (blank)		

Registration Dates

Activation Date Dec 29, 2021	Submission Date Dec 27, 2021	Initial Registration Date May 13, 2015
--	--	--

Entity Dates

Entity Start Date Jul 1, 2014	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the DUNS Number on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the DUNS number on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the DUNS number on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a

finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure

Corporate Entity (Not Tax Exempt)

Entity Type

Business or Organization

Organization Factors

Limited Liability Company

Profit Structure

For Profit Organization

Socio-Economic Types

Check the registrant's Reqs & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments

No

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

7DKK7

Electronic Funds Transfer

Account Type

Checking

Routing Number

Lock Box Number

(blank)

Financial Institution

FRONTIER BANK OF TEXAS

Account Number

Automated Clearing House

Phone (U.S.)

2056871875

Email

cindy@kdf-global.com

Phone (non-U.S.)

(blank)

Fax

4045069849

Remittance Address

Cynthia Colvin

370 Mountain View Road

Springville, Alabama 35146

United States

Taxpayer Information

EIN

******4278**

Type of Tax

Applicable Federal Tax

Taxpayer Name

KDF Enterprises LLC

Tax Year (Most Recent Tax Year)

2014

Name/Title of Individual Executing Consent

Secretary

TIN Consent Date

Dec 27, 2021

Address

370 Mountain View RD

Springville, Alabama 35146

Signature

Cynthia L Colvin

Points of Contact

Accounts Receivable POC



Cynthia L Colvin, Administrator
 cindy@kdf-global.com
 2056871875

Electronic Business



Cynthia L Colvin, Administrator
 cindy@kdf-global.com
 2056871875

370 Mountain View RD
Springville, Alabama 35146
United States

Sophie D Kilpatrick, Project Manager
 sophie@kdfglobal.com
 5129882033

370 Mountain View RD
 Springville, Alabama 35146
 United States

Government Business



Cynthia L Colvin, Administrator
 cidy@kdf-global.com
 2056871875

370 Mountain View RD
Springville, Alabama 35146
United States

Wade M Kilpatrick, CEO
 wade@kdfglobal.co
 4072579171

370 Mountain View RD
 Springville, Alabama 35146
 United States

Past Performance



Wade M Kilpatrick, CEO
 wade@kdfglobal.co
 4072579171

370 Mountain View RD
Springville, Alabama 35146
United States

Sophie D Kilpatrick, Project Manager
 sophie@kdfglobal.co
 4072579171

370 Mountain View RD
 Springville, Alabama 35146
 United States

Security Information

Company Security Level
 (blank)

Highest Level Employee Security Level
 (blank)

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	562119	Other Waste Collection
	113310	Logging
	115310	Support Activities For Forestry
	236118	Residential Remodelers
	238910	Site Preparation Contractors
	238990	All Other Specialty Trade Contractors
	541330	Engineering Services
	541620	Environmental Consulting Services
	561730	Landscaping Services
	562111	Solid Waste Collection
	562211	Hazardous Waste Treatment And Disposal
	562212	Solid Waste Landfill
	562219	Other Nonhazardous Waste Treatment And Disposal
	562910	Remediation Services
	562920	Materials Recovery Facilities
	624230	Emergency And Other Relief Services

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)

(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)

\$5,000,000.00

Number of Employees (in accordance with 13 CFR 121)

30

Location

Annual Receipts (in accordance with 13 CFR 121)

(blank)

Number of Employees (in accordance with 13 CFR 121)

(blank)

Industry-Specific

Barrels Capacity

(blank)

Megawatt Hours

(blank)

Total Assets

(blank)

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

States

Any

Counties

Metropolitan Statistical Areas

From: [Jaime Watson](#)
To: [Purchasing](#)
Cc: [Marc Watkins](#)
Subject: [EXTERNAL] OFFER # 7301-22
Date: Wednesday, February 2, 2022 12:12:14 PM
Attachments: [Offer 7301-22 \(KDF Enterprises\).pdf](#)

Good afternoon,

See attached offer as requested. Please let us know if you have any questions regarding our bid.

Thank you,

Jaime Watson

Senior Proposal Writer
KDF Enterprises, LLC
Office: 251-298-8487

Mobile:

Email: j

Website: www.kdfllc.com



Personally Identifiable Information

Headquarters | 370 Mountain View Road | Springville, AL 35146 | 205-687-1875
Gulf Coast Office | 3512 Godwin Court, Suite A | Mobile, AL 36693 | 251-298-8487
California Office | 1346 Blue Oaks Boulevard, Suite 200 | Roseville, CA 95678 | 209-487-0807

**Satellite Offices in Austin, TX and San Juan, PR



BEST AND FINAL OFFER
Public Works – Resource Conservation
Private Property Structural Debris and Hazard Tree Removal Operations
RFP # 7301-22

February 1, 2022

Thank you for your Proposal on RFP #7301-22. In review of the pricing received, Boulder County would like to request the below additional information from you for further consideration:

The Updated Rate Sheet includes Line Item #7, Per Parcel Debris, Ash, Vegetative, and Incidental Soil. Each bidder has submitted a Per Parcel unit price for this work based on an estimated 89 CY of material per parcel across the entire project area.

The project area is comprised of the following Operational Areas:

- Operation 1:** Unincorporated Boulder County
- Operation 2:** Town of Superior, Colorado
- Operation 3:** City of Louisville, Colorado

Please provide Per Parcel rates by Operational Area, as follows:

#7 Per Parcel Debris, Ash, Vegetative, and Incidental Soil by Operational Area					
		Est quantity per parcel or units	Unit Price		Total
(a)	Operation 1	100 CY	\$ 110.00	Per Parcel	\$11,000.00
(b)	Operation 2	84 CY	\$115.00	Per Parcel	\$9,660.00
(c)	Operation 3	89 CY	\$115.00	Per Parcel	\$10,235.00

Rates submitted pursuant to this Offer will supersede prior responses to Updated Rate Sheet Line Item #7, Per Parcel Debris, Ash, Vegetative, and Incidental Soil. Bidders are not required to respond to this request and in such an event the County will rely on the original proposal alone.

Submittal Instructions:

Proposals are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on February 3, 2022.**

Please note that email responses to this solicitation are limited to a maximum of 50MB capacity.

NO ZIP FILES OR LINKS TO EXTERNAL SITES WILL BE ACCEPTED. THIS INCLUDES GOOGLE DOCS AND SIMILAR SITES. ALL SUBMITTALS MUST BE RECEIVED AS AN ATTACHMENT (E.G. PDF, WORD, EXCEL).

Electronic Submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.

Email purchasing@bouldercounty.org; identified as **OFFER # 7301-22** in the subject line.

All OFFERs must be received and time and date recorded by authorized county staff by the above due date and time. Sole responsibility rests with the proposer to see that their RFP response is received on time at the stated location(s). Any responses received after due date and time will be returned to the proposer.

The Board of County Commissioners reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

Contractors and their employees, subcontractors, and agents must comply with all federal, state, and local laws, regulations, ordinances, orders, and codes, as well as Boulder County policies, guidelines, and protocols.

**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	KDF Enterprises, LLC
List Type of Organization (Corporation, Partnership, etc.)	Limited Liability Company
Name, Title, and Email Address of Person Authorized to Contract with Boulder County	Marc Watkins, Vice President of Operations
Company Address	370 Mountain View Rd Springville, AL 35146
Company Phone Number	251-298-8487
Company Website	www.kdfllc.com

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.



Signature of Person Authorized to Bid on
Company's Behalf

2/2/2022

Date

Note: If you cannot certify the above statements, please explain in a statement of explanation.



WRITTEN INTERVIEW #1
Public Works – Resource Conservation
Private Property Structural Debris and Hazard Tree Removal Operations
RFP # 7301-22

February 3, 2022

This Written Interview #1 is issued in order to solicit additional information regarding each bidder's past performance and quality of service delivery. A Response will supplement the bidder's original proposal and Best and Final Offer, if submitted. If the County determines any Response, or portion thereof, to this Written Interview #1 is false or misleading, such determination shall be grounds for revocation of an award and immediate termination of a contract. **The County may draw a negative inference based on a bidder's failure to respond to this Written Interview #1.**

Due to COVID-19, Written Interview #1 Responses will only be accepted electronically by emailing purchasing@bouldercounty.org.

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

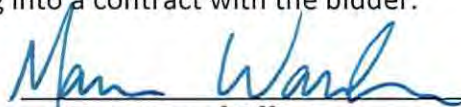
*****WRITTEN EXPLANATIONS TO ANY "YES" RESPONSE MUST BE ATTACHED TO THIS COMPLETED INTERVIEW FOR SUBMISSION*****

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.

KDF Enterprises, LLC

Name of Business



Signature of Officer

02/03/2022

Date

Marc Watkins

Name of Officer

Submittal Instructions:

Responses are due at the email box only, listed below, for time and date recording on or before 8:30 a.m. Mountain Time on February 4, 2022.

Please note that email responses to this solicitation are limited to a maximum of 50MB capacity.

NO ZIP FILES OR LINKS TO EXTERNAL SITES WILL BE ACCEPTED. THIS INCLUDES GOOGLE DOCS AND SIMILAR SITES. ALL SUBMITTALS MUST BE RECEIVED AS AN ATTACHMENT (E.G. PDF, WORD, EXCEL).

Electronic submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.

Email purchasing@bouldercounty.org; identified as **Response to Written Interview #1 for RFP # 7301-22** in the subject line.

All responses must be received and time and date recorded at the purchasing email by the above due date and time. Sole responsibility rests with the Offeror to see that their response is received on time at the stated location(s). Any response received after due date and time will be returned to the bidder. No exceptions will be made.

The Board of County Commissioners reserve the right to reject any and all bids, to waive any informalities or irregularities therein, and to accept the bid that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.



**RECEIPT OF LETTER
ACKNOWLEDGMENT**

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 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: 02/03/2022

Name of Company KDF Enterprises, LLC

End of Document