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**SAK CONSTRUCTION:**  
Helping to Rebuild  
Our Infrastructure

**SAK**

**2014 MVP**  
Jerry Shaw  
SAK Construction

**Region 4 Education Service Center ("ESC")**  
Trenchless Technology Rehabilitation and Related  
Products and Services  
Solicitation No. 22-04

**REQUEST FOR PROPOSAL**



**SAK**<sup>TM</sup>

*Pipeline Infrastructure. Solved.<sup>TM</sup>*

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## **APPENDIX A**

### **DRAFT CONTRACT**

*This Contract ("Contract") is made as of \_\_\_\_\_, 202X by and between \_\_\_\_\_ ("Contractor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of \_\_\_\_\_ ("the products and services").*

### **RECITALS**

WHEREAS, Region 4 ESC issued Request for Proposals Number R\_\_\_\_\_ for \_\_\_\_\_ ("RFP"), to which Contractor provided a response ("Proposal"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

- 1) **Term of agreement.** The term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right to renew the Contract for two (2) additional one-year periods or portions thereof. Region 4 ESC shall review the Contract prior to the renewal date and notify the Contractor of Region 4 ESC's intent renew the Contract. Contractor may elect not to renew by providing three hundred sixty-five days' (365) notice to Region 4 ESC. Notwithstanding the expiration of the initial term or any subsequent term or all renewal options, Region 4 ESC and Contractor may mutually agree to extend the term of this Agreement. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Agreement.

The anticipated full term of the contract is five (5) years. The Contractor shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Contract. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five years. Any tasks or project



agreements executed against this Master Agreement during the effective term may survive beyond the expiration of the Master Agreement as established and agreed to by both parties.

- 2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.
- 3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).
- 4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
  - i. This Contract
  - ii. Offeror's Best and Final Offer
  - iii. Offeror's proposal
  - iv. RFP and any addenda
- 5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.
- 6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e. bankruptcy, change of ownership, merger, etc.).
- 8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.
- 9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.
- 10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.
- 11) TERMINATION OF CONTRACT
  - a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region

4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the Contract;
- ii. Providing work or material was not awarded under the Contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
- vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

- b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.
- d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by

acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.
- 12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.
- 13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract.
- 14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.
- 16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.



- 18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.
- 19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.
- 24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a

material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

- 26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.
- 29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.
- 30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.
- 31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.
- 32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

- 33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.



### **OFFER AND CONTRACT SIGNATURE FORM**

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name SAK Construction, LLC

Address 864 Hoff Road

City/State/Zip O'Fallon, MO 63366

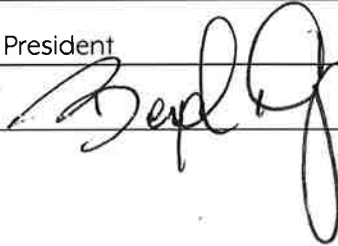
Telephone No. 636.385.1000

Email Address bhirtz@sakon.com

Printed Name Boyd Hirtz

Title President

Authorized signature



**Accepted by Region 4 ESC:**

Contract No. \_\_\_\_\_

Initial Contract Term \_\_\_\_\_ to \_\_\_\_\_

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Region 4 ESC Authorized Board Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

## Appendix B

## TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

**Check one of the following responses:**

- ☒ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

- ☐ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

*(Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

[illegible]

**TAB 2 - PRODUCTS/PRICING:**

SAK's **NOT To Exceed** price list for trenchless pipe rehabilitation products and services offered is detailed on the following pages.

Due to the site-specific nature of each potential customer's (participating public agency) opportunity/scope of work, there is not a manufacturer's price list or catalog with fixed pricing on which a set discount can be offered. The products and installation construction services we will be offering under this contract will be provided with a visit to each potential job site, usually meeting with a representative from the participating public agency, to identify specific scope requirements. Once a defined scope of work has been agreed upon, we will generate a written proposal to the participating public agency identifying the pricing for which we will be able to complete the work. Each proposal will either reflect the **Not To Exceed** pricing listed for services in the following pricing matrix, or pricing below this level for a significant scope of work. As requested, we have also included a not to exceed line item for Mobilization in the pricing list along with explaining when this shall apply.



## Tab 2 - Pricing

## Not to Exceed Pricing

- Region 4 ESC (OMNIA Partners Lead Agency) requests pricing be submitted as not to exceed for any participating entity
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed, but cannot exceed original pricing submitted for solicitation.
- Vendor/Contractor must allow for lower pricing to be available for similar product and service purchases.

Item	Description	Quantity	Unit	Unit Price
<b>Section A: Cured-in-place pipe (CIPP) reconstruction of gravity sewers</b>				
<b>Part 1 - Installation</b>				
1	6" x 4.5mm	1	LF	\$41.00
2	8" x 4.5mm	1	LF	\$31.50
3	10" x 6.0mm	1	LF	\$42.00
4	12" x 6.0mm	1	LF	\$58.00
5	15" x 7.5mm	1	LF	\$66.50
6	18" x 9.0mm	1	LF	\$82.50
7	21" x 9.0mm	1	LF	\$110.50
8	24" x 10.5mm	1	LF	\$133.00
9	27" x 10.5mm	1	LF	\$156.50
10	30" x 12.0mm	1	LF	\$184.50
11	33" x 12.0mm	1	LF	\$206.00
12	36" x 12.0mm	1	LF	\$246.50
13	42" x 13.5mm	1	LF	\$287.85
14	48" x 15.0mm	1	LF	\$412.00
15	54" x 18.0mm	1	LF	\$543.50
16	6" & 8" Additional 1.5mm	1	LF	\$1.50
17	10" & 12" Additional 1.5mm	1	LF	\$2.50
18	15" & 18" Additional 1.5mm	1	LF	\$12.00
19	21" & 24" Additional 1.5mm	1	LF	\$18.50
20	27" Additional 1.5mm	1	LF	\$26.00
21	30" Additional 1.5mm	1	LF	\$27.00
22	33" Additional 1.5mm	1	LF	\$32.00
23	36" Additional 1.5mm	1	LF	\$34.00
24	42" Additional 1.5mm	1	LF	\$40.00
25	48" Additional 1.5mm	1	LF	\$50.00
26	54" Additional 1.5mm	1	LF	\$60.00
27	6" - 10" Backyard Easement Setup Per Install Length	1	LF	\$5.00
28	12" - 18" Backyard Easement Setup Per Install Length	1	LF	\$12.00
29	Timber Matting for Large Diameter Setup	1	SY	\$30.00
30	Internal Reconnection of service connection by robotic cutter	1	EA	\$300.00
31	Sealing of service connection w/chemical grouting after internal reconnection, minimum quantity of 15 to be completed per mobilization.	1	EA	\$450.00
<b>Note: Any CIPP over 54" diameter will be on an individual quote basis.</b>				
<b>Part 2 - Clean/TV &amp; Evaluation for Gravity Sewers associated with CIPP installation</b>				
32	6" - 12" Clean & TV sewer	1	LF	\$5.50
33	15" - 21" Clean & TV sewer	1	LF	\$11.25
34	24" - 33" Clean & TV sewer	1	LF	\$19.75
35	36" & 42" Clean & TV sewer	1	LF	\$30.50
36	48" & 54" Clean & TV sewer	1	LF	\$60.00
37	6" - 15" Post TV Inspection after Rehabilitation	1	LF	\$2.50
38	18" - 27" Post TV Inspection after Rehabilitation	1	LF	\$4.00
39	30" or Larger Post TV Inspection after Rehabilitation	1	LF	\$5.50
40	Re-setup for clean & TV Inspection Due to Point Repairs	1	EA	\$350.00
41	Root Removal (added to Clean & TV price)	1	LF	\$5.00
42	Grease Removal (Added to Clean & TV price)	1	LF	\$5.00
43	Other Remote Obstruction Removal (max. 10 LF)	1	EA	\$1,375.00
44	Sanitary Sewer Debris Removal/Disposal	1	TON	\$250.00
45	Above Ground Physical Inspection	1	LF	\$5.00
<b>Part 3 - Bypass pumping system for gravity sewers</b>				
46	Set Up 4" Pump (Per Pump)	1	EA	\$455.00
47	Set Up 6" Pump (Per Pump)	1	EA	\$1,060.00
48	Set Up 8" Pump (Per Pump)	1	EA	\$1,515.00
49	Set Up 12" Pump (Per Pump)	1	EA	\$2,675.00
50	Set Up 4" Piping	1	LF	\$37.50
51	Set Up 6" Piping	1	LF	\$46.50
52	Set Up 8" Piping	1	LF	\$80.00
53	Set up 12" Piping	1	LF	\$110.00
54	Set up 18" Piping	1	LF	\$135.00
55	Operate 4" Pumping System	1	DAY	\$95.00
56	Operate 6" Pumping System	1	DAY	\$715.00
57	Operate 8" Pumping System	1	DAY	\$1,145.00
58	Operate 12" Pumping System	1	DAY	\$1,845.00
59	Bypass Pumping - Lg Diam Install Projects (30" to 54")	1	LF	\$75.00

60	Bypass - Driveway Ramp (Setup, Operate, Maintain)	1	EA	\$465.00
61	Bypass - Street Ramp (Setup, Operate, Maintain)	1	EA	\$465.00
62	Bypass - Street Trenching for 8" Pipe (Setup, Operate, Maintain)	1	LF	\$68.00
63	Bypass - Street Trenching for 12" Pipe (Setup, Operate, Maintain)	1	LF	\$91.00
64	Bypass - Street Trenching for 18" Pipe (Setup, Operate, Maintain)	1	LF	\$113.50
65	Bypass Plan (3rd Party Certified)	1	EA	\$2,200.00

**Section B: CIPP renewal of Potable Water Mains & Pressure Pipes****Part 1 - Installation**

66	6" diameter liner	1	LF	\$180.00
67	8" diameter liner	1	LF	\$220.00
68	10" diameter liner	1	LF	\$250.00
69	12" diameter liner	1	LF	\$300.00
70	14" diameter liner	1	LF	\$375.00
71	16" diameter liner	1	LF	\$400.00
72	18" diameter liner	1	LF	\$475.00
73	20" diameter liner	1	LF	\$550.00
74	24" diameter liner	1	LF	\$540.00
75	Re-opening of service connections internally (6" to 12" host pipes only)	1	EA	\$500.00
76	Setup fee per liner installation	1	EA	\$3,500.00

**Part 2 - Bypass for CIPP renewal of Potable Water Mains**

77	2" temporary	1	LF	\$24.00
78	4" temporary	1	LF	\$26.00
79	6" temporary	1	LF	\$31.50

**Part 3 - Temporary service connections for water main bypass**

80	2" short-side	1	EA	\$275.00
81	2" long-side	1	EA	\$380.00
82	4" short-side	1	EA	\$300.00
83	4" long-side	1	EA	\$415.00
84	6" short-side	1	EA	\$325.00
85	6" long-side	1	EA	\$450.00

**Part 4 - Installation Pits and Valve, Hydrant or Service Connection Pits**

6 - 12 inch pipe connection				
86	a) 0-4 feet deep	1	EA	\$3,500.00
87	b) 4-6 feet deep	1	EA	\$5,500.00
88	c) 6-10 feet deep	1	EA	\$7,500.00

**Note: Any Pits for 14" and larger diameters, or for greater depths than shown above, will be on an individual quote basis****Section C: Pipe Bursting with HDPE for Sewer Lines****HDPE DR 19**

89	6-inch diameter	1	LF	\$35.50
90	8-inch diameter	1	LF	\$40.50
91	10-inch diameter	1	LF	\$45.50
92	12-inch diameter	1	LF	\$50.50
93	14-inch diameter	1	LF	\$72.50
94	16-inch diameter	1	LF	\$93.00
95	18-inch diameter	1	LF	\$115.00
96	20-inch diameter	1	LF	\$139.00
97	Setup fee per Pipe Bursting segment	1	EA	\$2,000.00

**Manhole Connections**

98	6-inch	1	EA	\$150.00
99	8-inch	1	EA	\$200.00
100	10-inch	1	EA	\$250.00
101	12-inch	1	EA	\$300.00
102	14-inch	1	EA	\$350.00
103	16-inch	1	EA	\$400.00
104	18-inch	1	EA	\$450.00
105	20-inch	1	EA	\$500.00

**Clean-out Installation**

106	4-inch	1	EA	\$375.00
107	6-inch	1	EA	\$475.00

**Note: For any pits required refer to Section B, Part 4 above****Sewer Lateral Pipe Bursting**

108	4-inch	1	LF	\$34.00
109	6-inch	1	LF	\$36.00

**Note: For any pits required refer to Section B, Part 4 above****Pipe fusing - applicable to all Polyethylene processes listed on this contract (typically 50 foot joints)**

110	Setup fee per pull segment	1	Per Segment	\$2,500.00
111	6 thru 12 inch	1	Per Pipe Joint	\$400.00
112	13 thru 18 inch	1	Per Pipe Joint	\$575.00
113	20 thru 24 inch	1	Per Pipe Joint	\$950.00
114	30 thru 42 inch	1	Per Pipe Joint	\$1,800.00
115	43 thru 48 inch	1	Per Pipe Joint	\$2,800.00

**Section D: Polyethylene (PE) Sewer Pipe Sliplining**

	PE Pipe DR 22.5			
108	4-inch	1	LF	\$27.00
109	6-inch	1	LF	\$32.00
110	8-inch	1	LF	\$40.00
111	10-inch	1	LF	\$44.00
112	12-inch	1	LF	\$52.00
113	Installation Equipment Setup Fee per pipe liner segment insertion	1	EA	\$7,500.00
114	Annular Space - Grouting	1	CY	\$303.00
115	Bulkheads required for Grouting	1	EA	\$500.00

**Note: For any pits required refer to Section B, Part 4 above**

**Section E: Manhole and Structure Rehabilitation**

116	Manhole Rehabilitation (std 4-ft diameter) - 1-inch Portland-based cementitious	1	VF	\$172.50
117	Manhole Rehabilitation (std 5-ft diameter) - 1-inch Portland-based cementitious	1	VF	\$184.00
118	Manhole Rehabilitation (std 6-ft diameter) - 1-inch Portland-based cementitious	1	VF	\$195.50
119	Manhole Rehabilitation (std 4-ft diameter) - 1/2-inch Calcium-aluminate-based cementitious	1	VF	\$230.00
120	Manhole Rehabilitation (std 5-ft diameter) - 1/2-inch Calcium-aluminate-based cementitious	1	VF	\$264.50
121	Manhole Rehabilitation (std 6-ft diameter) - 1/2-inch Calcium-aluminate-based cementitious	1	VF	\$299.00
122	Manhole Rehabilitation (std 4-ft diameter) - 125 mil Epoxy/Polyurea	1	VF	\$345.00
123	Manhole Rehabilitation (std 5-ft diameter) - 125 mil Epoxy/Polyurea	1	VF	\$402.50
124	Manhole Rehabilitation (std 6-ft diameter) - 125 mil Epoxy/Polyurea	1	VF	\$460.00
125	Manhole Rehabilitation (std 4-ft diameter) - 1-inch Geopolymer liner	1	VF	\$460.00
126	Manhole Rehabilitation (std 5-ft diameter) - 1-inch Geopolymer liner	1	VF	\$517.50
127	Manhole Rehabilitation (std 6-ft diameter) - 1-inch Geopolymer liner	1	VF	\$575.00
128	Manhole Rehabilitation (std 4-ft diameter) - Composite - 1" cementitious + 125 mils Epoxy/Polyurea	1	VF	\$690.00
129	Manhole Rehabilitation (std 5-ft diameter) - Composite - 1" cementitious + 125 mils Epoxy/Polyurea	1	VF	\$747.50
130	Manhole Rehabilitation (std 6-ft diameter) - Composite - 1" cementitious + 125 mils Epoxy/Polyurea	1	VF	\$805.00
131	Rebuild Bench and Invert	1	EA	\$1,150.00
132	Lift/Pump Station Rehab - 125 mils Epoxy/Polyurea	1	SF	\$92.00
133	Lift/Pump Station Rehab - Composite - 1" cementitious + 125 mils Epoxy/Polyurea	1	SF	\$201.25
134	Lift/Pump Station Rehab - Composite - each additional 1/2 inch cementitious liner	1	SF	\$28.75
135	Lift/Pump Station Rehab - 1" Geopolymer liner	1	SF	\$166.75
136	Lift/Pump Station Rehab - Geopolymer liner each additional 1/2 inch	1	SF	\$46.00
137	WWTP Structure Rehab - 125 mil Epoxy/Polyurea	1	SF	\$92.00
138	WWTP Structure Rehab - Composite - 1" Cementitious + 125 mils Epoxy/Polyurea	1	SF	\$201.25
139	WWTP Structure Rehab - Composite - each additional 1/2 inch cementitious liner	1	SF	\$28.75
140	WWTP Structure Rehab - 1" Geopolymer liner	1	SF	\$166.75
141	WWTP Structure Rehab - Geopolymer liner each additional 1/2 inch	1	SF	\$46.00
142	Vacuum Test Manhole (12" mainline and smaller)	1	EA	\$460.00
143	Holiday Test Manhole (Epoxy only)	1	EA	\$460.00
144	Sewer Structure Rehab (non-circular or manholes greater than 4-ft diameter) - 1" cementitious	1	SF	\$40.25
145	Sewer Structure Rehab (non-circular or manholes greater than 4-ft diameter) - Epoxy/Polyurea	1	SF	\$92.00
146	Sewer Structure Rehab (non-circular or manholes greater than 4-ft diameter) - 1" Geopolymer	1	SF	\$166.75
147	Installation of FRP rehab structures up to 6' depth (std 4' diameter)	1	EA	\$2,070.00
148	Additional depth for FRP rehab structures (std 4' diameter)	1	VF	\$460.00
149	All sizes installation of Manhole Chimney Seal	1	EA	\$650.00
150	New manhole frame and cover - 24"	1	EA	\$977.50
151	New manhole frame and cover - 32"	1	EA	\$1,725.00
152	Adjust manhole frame and cover up to 1 ft	1	EA	\$1,092.50
153	Adjust manhole frame and cover over 1 ft	1	VF	\$575.00
154	Invert installation - 4' diameter	1	EA	\$1,610.00
155	Invert installation - 5' diameter	1	EA	\$1,725.00
156	Invert installation - 6' diameter	1	EA	\$1,955.00
157	Invert installation - other configurations	1	SF	\$2,875.00
158	Grouting of heavy infiltration to facilitate manhole rehab	1	EA MH	\$1,515.00

**Section F: Gravity Sewer CIPP Lateral Renewal Systems**

159	4"-6" Internal installation and cure of lateral liner with full wrap connection up to 20' from main	1	EA	\$2,250.00
160	4"-6" Internal installation and cure of lateral liner with top hat connection up to 5' from main			
160	<15" dia - No cleanout required	1	EA	\$3,200.00
161	4"-6" Internal installation and cure of top hat shaped structure up to 20' from main <15" dia - Cleanout required	1	EA	\$5,000.00
162	4"-6" Installation and cure of structural lateral liner from main beyond 20' from main <15" dia	1	LF	\$60.00
163	4"-6" Installation and cure of structural lateral liner from surface clean out to main	1	LF	\$150.00
164	4"-6" Set-up charge per line section for installations of <20 total laterals per project	1	EA	\$2,000.00
165	4"-6" installation of a surface cleanout or access pit for Items 161-163 above	1	EA	\$3,000.00

**Section G: Geopolymer Pipe Lining for Sanitary and Storm Sewer Lines**

166	30" Storm Pipe - QLS Rehabilitation - 1" Thickness	1	LF	\$517.50
167	36" Storm Pipe - QLS Rehabilitation - 1" Thickness	1	LF	\$368.00
168	42" Storm Pipe - QLS Rehabilitation - 1" Thickness	1	LF	\$402.50
169	48" Storm Pipe - QLS Rehabilitation - 1" Thickness	1	LF	\$465.75



170	54" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$546.25
171	60" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$661.25
172	66" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$822.25
173	72" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$977.50
174	78" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,063.75
175	84" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,236.25
176	90" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,380.00
177	96" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,725.00
178	102" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$2,070.00
179	108" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$2,645.00
180	Greater than 108" Storm Pipe - QLS Rehabilitation - 1.5" Thickness	1	LF	\$3,105.00
181	Non-Circular Sewer Pipe/Tunnel	1	SF	\$51.75
182	30" Sanitary Sewer - QLS Rehabilitation - 1" Thickness	1	LF	\$517.50
183	36" Sanitary Sewer - QLS Rehabilitation - 1" Thickness	1	LF	\$368.00
184	42" Sanitary Sewer - QLS Rehabilitation - 1" Thickness	1	LF	\$402.50
185	48" Sanitary Sewer - QLS Rehabilitation - 1" Thickness	1	LF	\$465.75
186	54" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$546.25
187	60" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$661.25
188	66" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$822.25
189	72" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$977.50
190	78" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,063.75
191	84" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,236.25
192	90" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,380.00
193	96" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$1,725.00
194	102" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$2,070.00
195	108" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$2,645.00
196	Greater than 108" Sanitary Sewer - QLS Rehabilitation - 1.5" Thickness	1	LF	\$3,105.00
197	Each Additional .5" Thickness	1	SF	\$13.80
198	Reinforcement with Welded Wire Fabric- 4X4W4	1	SF(of WWF)	\$17.25
199	Reinforcement with Rebar #3	1	LF(of Rebar)	\$11.50
200	Reinforcement with Rebar #4	1	LF(of Rebar)	\$23.00
201	Reinforcement with Rebar #5	1	LF(of Rebar)	\$46.00
202	Infiltration Control - Quad-Plug	1	GALLON	\$115.00
203	Infiltration Control - Quad-Plug	1	PAIL	\$57.50
204	Rebuild Invert	1	CF	\$86.25
205	Joint Preparation	1	LF	\$23.00
206	Antimicrobial Application	1	SF	\$5.75
207	Channel Excavation	1	CY	\$57.50
208	Debris Removal	1	CY	\$74.75
209	Clearing and Grubbing	1	AC	\$5,175.00
210	Tree Removal (6" – 12")	1	EA	\$1,725.00
211	Tree Removal (13" – 23")	1	EA	\$2.00
212	Tree Removal ( > 24")	1	EA	\$3,450.00
213	Rework Catchbasin Cover To Accept New Manhole Covers	1	EA	\$1,380.00
214	Service Lateral Reinstatement - Man Entry	1	EA	\$287.50

**Section H: Additional Items which may apply to each section above**

215	Mobilization charge for scopes of work proposed on less than \$100,000 in value	1	EA	\$25,000.00
216	Bonds and Insurance	1	LS	*Pass Through Cost
	*Bonds are a % and insurance is as quoted. These are a pass through cost.			
217	Pre-Construction Video	1	Day	\$1,200.00
218	Erosion Control	1	LF	\$2.50
219	Chemical Grouting	1	GAL	\$350.00

**Maintenance Of Traffic (Residential/Non-DOT Regulated)**

220	a) Signage	1	Ea-Month	\$1,000.00
221	b) Flagmen	1	HR	\$46.00
222	c) Arrow Board	1	Day/EA	\$250.00
223	d) Traffic Control Plan (certified)	1	EA	\$3,500.00

**Excavation/Backfill**

224	a) 0-4 feet deep	1	Cubic Ft	\$2.00
225	b) 4-6 feet deep	1	Cubic Ft	\$3.00
226	c) 6-10 feet deep	1	Cubic Ft	\$4.00
227	d) over 10 feet deep refer to <b>Section I</b>			

**Trench Shoring**

228	a) 4-6 feet deep	1	LF Trench/week	\$75.00
229	b) 6-10 feet deep	1	LF Trench/week	\$100.00
230	c) over 10 feet deep refer to <b>Section I</b>			

**Surface Restoration**

231	a) Sod	1	SY	\$18.00
232	b) 4-inch concrete	1	SY	\$72.00
233	c) 6-inch concrete	1	SY	\$108.00
234	d) 8-inch concrete	1	SY	\$126.00
235	e) 2-inch asphalt	1	SY	\$36.00
236	f) 3-inch asphalt	1	SY	\$54.00
237	g) 2.5-inch asphalt concrete	1	SY	\$54.00
238	h) Curb	1	LF	\$40.00

**Material extras**

239	a) Lime Rock	1	Ton	\$35.00
240	b) 57/Washed Stone	1	Ton	\$35.00
241	c) Imported Sand	1	Ton	\$25.00
242	d) Gravel	1	Ton	\$30.00

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**Section I: Time and Material Unit Rates for Change Orders**

Materials, Subcontractors and Rentals, cost plus 15% markup

SAK Construction, LLC - Labor including burdens, Equipment, per diems and lodging (may vary by area), cost plus 25% markup

Sales Taxes = Per Jurisdiction

**\*Any items not included in this pricing sheet will be calculated using RS Means Cost Data, adjusted by the specified City Cost Index for verification and multiplied by 1.0 coefficient**

## Appendix D



### **Requirements for National Cooperative Contract To Be Administered by OMNIA Partners**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract   SAK Construction, LLC Response Attached

Exhibit B – Administration Agreement, Example   Informational

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example   Informational

Exhibit D – Principal Procurement Agency Certificate, Example   Informational

Exhibit E – Contract Sales Reporting Template   Informational

Exhibit F – Federal Funds Certifications   SAK Construction, LLC Executed Documents Attached

Exhibit G – New Jersey Business Compliance   SAK Construction, LLC Executed Documents Attached

Exhibit H – Advertising Compliance Requirement   Informational

## TAB 3 - PERFORMANCE CAPACITY -APPENDIX D, EXHIBIT A - SUPPLIER RESPONSE

### 3.1 COMPANY

Brief history and description of Supplier to include experience providing similar products and services.

SAK Construction, LLC (SAK) is a full-service general contractor, construction management firm and construction material producer. SAK, which was founded in January 2006, specializes in complex underground infrastructure projects including wastewater, stormwater and combined sewer pipeline rehabilitation, and new tunnel construction of large diameter conveyance pipelines and storage tunnels.

#### Company Headquarters

Our approximately 130,000 square-foot Headquarters and Central Region offices, product manufacturing, equipment fabrication and CIPP wet-out facility are located near St. Louis, Missouri, approximately 20 miles west on I-70 from Lambert St. Louis Airport. The address and contact information is:

SAK Construction, LLC  
864 Hoff Road  
O'Fallon, MO 63366

636.385.1000 Telephone  
636.385.1100 Fax

#### Capabilities

- Cured-In-Place Pipe Lining (gravity) – 6” to 108” diameter
- Cured-In-Place Pipe Lining (pressure, including water) – 6” to 48” diameter
- Large Diameter Tunneling – Utilizing TBMs up 24-foot & Hand Mining up to 32-foot arch
- Large Diameter Sliplining – 36” diameter pipe and above
- PE Pipe Sliplining – less than 36” diameter pipe
- Large Diameter Geopolymer Pipe Lining
- SPR Spiral Wound PVC & PE Pipe Lining
- Shotcrete Lining
- Shaft Excavation
- Sewer Bypass, Sewer Cleaning & CCTV Inspection & Structure Rehabilitation
- Cured-In-Place Pipe (CIPP) Tube Manufacturing

#### Trenchless Experience

The key management staff of SAK has extensive experience working on and managing hundreds of projects in the pipe-line rehabilitation and tunneling industries. Since its inception in 2006, SAK's revenue growth has been exceptional and in 2020 exceeded \$265M. SAK now employs over 500 people working nationwide.

SAK's culture, ethics and approach have enabled us to build a reputation with our clients as a preferred construction partner who delivers trenchless pipe rehabilitation and tunneling projects on-time and on-budget. We have repeatedly demonstrated our experience collaborating with clients, key stakeholders, and property owners during the execution of projects and working as good corporate citizens within the communities we serve by hiring locally and ensuring meaningful opportunities for minority and women owned businesses to participate on our projects as suppliers and construction partners.

As one of the leading trenchless pipe rehabilitation contractors in the United States, SAK has the most diverse experience installing a breadth of trenchless technologies. As a company SAK has installed more than 14,000,000 linear feet of CIPP rehabilitating water, sewer, and stormwater pipelines. Additionally, SAK has rehabilitated pipelines utilizing technologies such as geopolymer lining, pipe bursting, polyethylene pipe sliplining, large diameter sliplining with concrete and FRP pipe, spiral wound PVC lining, and shotcrete. When a client is seeking a construction partner, SAK is usually the choice because we work with them to find the correct product solution for their application from our diverse portfolio of installed solutions.

Regarding providing these products and services under a contract which can be cooperatively procured, SAK is very

proud to say that we have held this “Trenchless Technology Rehabilitation and Related Products and Services” contract for the Region 4 ESC for the last 10 years and have successfully built and grown both the services provided and revenue generated under the cooperative procurement of this contract with Participating Public Agencies across the country. We responded to the very first RFP for this contract, #12-09, and in March 2012 the Board of Region 4 ESC awarded Contract #R5143 under TCPN to SAK, and it ran from March 22, 2012, through March 31, 2017 (3 years, and a 2-year renewal). In March 2017 SAK responded to RFP #17-08, and on April 25, 2017 the Board of Region 4 ESC awarded SAK Contract #R170802 under NationalIPA (the successor to TCPN, and predecessor to OMNIA Partners), which has run from May 1, 2017 to present (3 years, and two 1-year renewals).

#### Total number and location of salespersons employed by Supplier.

Charlie Kuhnmuench – Nationwide, based in St. Louis, MO (Headquarters)  
 Jack Boatman – Nationwide, based in Mobile, AL  
 Anthony Aderhold – Nationwide Strategic Industrial Markets, based in St. Paul, MN  
 Casey Smith – Pacific Region, operates in Texas and Southwestern US  
 Steve Johnson – Pacific Region, based in Sacramento, CA  
 Randy Hansbrough – Southeast Region, based in Memphis, TN  
 Cary Shaw – Central Region, based in Leawood, KS  
 Bob Quackenbush – Atlantic Region GM (handles sales for the Atlantic Region)

#### Number and location of support centers (if applicable) and location of corporate office.

##### CORPORATE HEADQUARTERS

(Also Central Region - St. Louis Office/Yard)  
 864 Hoff Road  
 O'Fallon, MO 63366  
 636.385.1000

##### CENTRAL

Central Region - Kansas City Office/Yard  
 6852 Stadium Drive  
 Kansas City, MO 64129  
 816.265.7178

##### ATLANTIC

Atlantic Region  
 1405 Benson Court, Suite C  
 Arbutus, MD 21227  
 443.297.1900

##### TEXAS

Texas Office/Yard  
 222 Seale Road  
 San Antonio, TX 78219  
 210.788.9010 (Roger Terrazas)

##### PACIFIC

Pacific Region  
 4253 Duluth Avenue  
 Rocklin, CA 95765  
 916.644.1400

##### SOUTHEAST

Southeast Region  
 47 Fern Avenue  
 Nashville, TN 37207  
 901.268.5526 (Randy Hansbrough)

##### LAS VEGAS

Las Vegas Office  
 3013 N. Rancho Drive, Suite 112  
 Las Vegas, NV 89130  
 562.292.4268 (Leo Calvario)

##### PHOENIX

Phoenix Office  
 2400 W Medtronic Way, Suite 1  
 Phoenix, AZ 85281  
 602.313.1161

##### INDIANAPOLIS

Indianapolis Office/Yard  
 2465 S. California Street  
 Indianapolis, IN 46225  
 636.248.8884 (Chris Vogt)

##### LARGO

Largo Office/Yard  
 6775 114th Avenue  
 Largo, FL 33773  
 772.233.7035 (Stan Krause)



## Annual sales for the three previous fiscal years.

2020: \$265,643,362

2019: \$244,226,076

2018: \$219,713,780

## Submit FEIN and Dunn &amp; Bradstreet report.

FEIN: 20-4193988

Dunn &amp; Bradstreet: 019742368

## Describe your green or environmental initiatives or policies.

SAK Construction, LLC complies with all state and federal government environmental rules and regulations. One of the greatest benefits participating public agencies will receive from making the decision to choose trenchless technologies to repair their pipelines and underground infrastructure is the smaller construction footprint and resulting "gentler" impact these less invasive processes have on the earth than traditional "open-cut" construction methods. Historically, trenchless technologies have utilized a lot of water during the installation process, however, in our continued efforts to build a cleaner, greener future, when possible SAK utilizes air and steam during installation to mitigate the water usage and is exploring using UV-cured CIPP.

## Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list diversity alliance and a copy of their certifications.

We do not currently have any "ongoing" diversity programs in place, however in our normal business pursuit of trenchless projects, we often team with diverse partners and suppliers during the proposal and construction process. Certain public agencies have diversity or minority utilization percentage goals or requirements established for their bids which we always try to meet or exceed, and we would work with OMNIA participating agencies to succeed with such programs by utilizing local partners and suppliers in their communities who can provide required services for the Not To Exceed prices in our Agreement.

## Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certifications in the response.

- Minority Women Business Enterprise

Yes No

If yes, list certifying agency:\_\_\_\_\_

- Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes No

If yes, list certifying agency:\_\_\_\_\_

- Historically Underutilized Business (HUB)

Yes No

If yes, list certifying agency:\_\_\_\_\_

- Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No

If yes, list certifying agency:\_\_\_\_\_

- Other recognized diversity certificate holder

Yes No

If yes, list certifying agency: \_\_\_\_\_

List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency..

SAK's broad offering of trenchless services in this Agreement is a nationwide offering for participating public agencies, and we do not have any subcontractors or affiliates who are set up to work and travel nationwide alongside us. The type of subcontractors we might utilize on each different project cannot be known until a participating public agency provides us with a defined scope of work, and as mentioned early, it is difficult to find subcontractors who are willing to travel coast to coast on every project we might perform under this Agreement. Depending on the geographical area we are proposing to work in for a participating public agency we may have existing local relationships with certified minority-owned subcontractors and will work diligently to utilize these subcontractors where they are able to honor our **Not To Exceed** prices.

Describe how supplier differentiates itself from its competitors.

SAK differentiates itself from our competitors by gauging success on customer satisfaction. Unlike several of our competitors, we focus on customers FIRST. As a private company which does not have to meet quarterly targets to appease stockholders as publicly traded companies do, our CLIENTS are our priority, above production and profitability. SAK wants to earn repeat business and positive references from our customers – delivering a safe, quality product while keeping the customer in the forefront ensures SAK's success above any competitors.

Further differentiation from our competitors is found in being one of the most trusted organizations with one of the broadest product and service offerings of trenchless solutions, and with the most experienced and well-respected people in the construction industry. Underground Construction Technology Association has recognized both our President, Jerry Shaw (in 2014), and our Vice Chairman, Bob Affholder (in 2000), as recipients of the prestigious Most Valuable Professional Award. Bob Affholder was also named Trenchless Technology magazine's 1996 Person-of-the-Year; and in July 2021 at the Underground Construction Technology Conference in Nashville, TN, Bob was honored as one of the first Pioneers of CIPP technology.

Describe any present or past litigation, bankruptcy or reorganization involving supplier.

- SAK Construction, LLC vs. City of Ottawa, Kansas (2009)
  - Litigation regarding Differing Site Condition claim by SAK
  - Settlement reached prior to trial
    - Settlement Confidential
- SAK Construction of CA LP (SAK subsidiary) vs. PSC Industrial Outsourcing (2011)
  - Litigation regarding PSC breach of contract
  - Settlement reached prior to trial
    - Settlement Confidential
- SAK Construction, LLC vs. City of Decatur and Bainbridge, Gee, Milanski and Associates, Inc. (2014)
  - Litigation regarding City of Decatur and Bainbridge, Gee, Milanski and Associates, Inc. to recover costs and payments due in rehabilitating sewage pipes for the City.
  - Settlement reached prior to trial
    - Settlement Confidential

Felony Conviction Notice: Indicate if the supplier:

Is a publicly held corporation and this reporting requirement is not applicable;

Is not owned or operated by anyone who has been convicted of a felony; or

Is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Describe any debarment or suspension actions taken against supplier.

None, SAK has never had any debarment or suspension actions taken against them.

### 3.2 DISTRIBUTION, LOGISTICS

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

SAK Construction, LLC will provide **Trenchless Technology Rehabilitation and Related Items and Services** to eligible public agencies with the following solutions to meet their needs:

- Cured-In-Place Pipe (CIPP) Reconstruction of Sewers
- Cured-In-Place Pipe (CIPP) Renewal of Potable Water Mains & Pressure Pipes
- Pipe-bursting with HDPE for Sewer Lines
- Polyethylene (PE) Sewer Pipe Sliplining,
- Manhole and Structure Rehabilitation
- Gravity Sewer CIPP Lateral Renewal System
- Geopolymer Pipe Lining for Sanitary and Storm Sewer Lines

#### CIPP Reconstruction of Sewers:

SAK experts manufacture their own state of the art CIPP materials, but also work with other high-quality, experienced manufacturers of CIPP materials when necessary. With pioneers of the CIPP industry on-board, our experience spans over 40 years. Our suppliers of high-quality resins and polyester felt tubes ensure that SAK cured-in-place pipe meets ASTM F1216 standard for inversion and curing. Additionally, each of our CIPP liner and resin manufacturers are ISO 9001 certified.

With SAK's unique CIPP system, the company can rehabilitate gravity sewer pipes ranging from 6-inches to 108-inches in diameter. The CIPP liner consists of a resin-saturated felt tube with an impermeable polymeric coating on the outside. Working above ground from one manhole to the next, SAK inserts the CIPP liner into the entrance of an existing pipeline then utilizes either air or water pressure to turn it inside out. Inverting the tube positions the resin on the outside. Once the liner is in place for the entire length of the host pipe, we circulate hot water or steam through the tube to cure the resin, sealing the felt liner tightly to the inside of the host pipe. Now turned outside-in, the liner's polymeric coating forms a smooth inner surface of the strong, and long-lasting pipe-within-a-pipe.

#### CIPP Lining of Pressurized Pipelines:

As an exclusive licensed installer of ALTRA Proven Water Technology for drinking water mains up to 24-inches in diameter, and a variety of glass fiber reinforced CIPP lining products for sewer mains up to 48-inches in diameter, SAK renews pressurized pipeline from 6-inches to 48-inches in diameter. These CIPP lining systems for pressurized water and sewer pipelines can handle a maximum operating pressure of 150 psi in diameters up to 24-inches. In addition, SAK's "no-dig" CIPP approach means that most damaged sewer force main and water pipes can be rehabilitated quickly and cost-effectively, with minimal disruption or inconvenience to the surrounding community and environment.

#### Pipe Bursting with Polyethylene Pipe (PE) of Sewer Pipelines:

Pipe bursting allow for replacement of deteriorated or undersized pipelines. The process consists of insertion of a new pipe of equal or larger diameter into the existing pipeline. The host pipe is fractured by the bursting head and then pushed into the surrounding soil by the expander, which is 15% larger than the outside diameter (O.D.) of the new pipe. The new PE pipe is then pulled through the annular space created by the expander. Pipe bursting is suitable for the replacement of existing pipe materials such as clay, concrete, cast iron, AC, PVC and ductile iron.

#### Sliplining with Polyethylene Pipe (PE) of Sewer Pipelines:

Slip lining is one of the oldest "semi-trenchless" processes, requiring only minimal excavation of access pits for the insertion

locations at the ends of the host pipe to be renewed. After sections of PE pipe are butt-fused together to form a continuous pipe, with an outside diameter (O.D.) a minimum of 10% smaller than the inside diameter (I.D.) of the host pipe, the PE pipe is pulled through the host pipeline from the insertion pit to the other end of the pipe section to be renewed. The remaining annular space between the PE pipe and the host pipe is then pumped full of grout to stabilize and lock the new PE pipe in place.

#### Manhole and Structure Rehabilitation:

Manholes and wastewater handling structures suffer from a variety of problems, from minor leaks to major failures. As a result, an assortment of methods are required to properly renew them. The most cost-effective solutions are those that are tailored to overcome each particular problem. Manholes and structures are typically renewed by first competing minor to very complex preparation of the existing surface which remains. From mitigating the infiltration of ground water by plugging or grouting, to an extensive patching or rebuilding of the existing surface, proper preparation is required before we apply our manhole and structure rehabilitation lining systems. We offer a broad assortment of linings including basin cementitious, a calcium aluminate cementitious, epoxy, polyuria, and high end geopolymer systems. These various linings can also be applied in composite form to offer higher levels of protection of these key assets in infrastructure piping and treatment systems.

#### Gravity Sewer CIPP Service Lateral Renewal:

As many municipal agencies attempt to mitigate inflow and infiltration (I&I) into their infrastructure system, more and more agencies are looking to not only renew their main pipelines and manholes, but also the service lateral connections coming from residences and businesses. SAK offers municipal agencies the ability to not only renew their main sewer lines, but to also renew and seal the service lateral connection at the main line. This trenchless method of renewing these difficult to access connections of the service lateral to the main, is just another means of minimizing surface disruption in rebuilding infrastructure systems.

#### Geopolymer Pipe Lining for Sanitary and Storm Sewer Lines:

SAK's Geopolymer solution is a factory blended, fiber reinforced material which can be applied in one pass up to several inches thick on horizontal or vertical surfaces by low pressure spraying or a spin cast application process. It is designed to provide corrosion resistant protection, increase structural integrity, and stop the infiltration of groundwater in deteriorated structures and large diameter sewer and storm pipelines consisting of stone, brick, metal and concrete, and other structures such as wet wells.

**Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.**

As shown in this document, we have a national presence of regional offices and support locations to provide construction installation services in the 48 contiguous United States. SAK has 20 construction installation crews spread across our 4 US operating regions, which travel to the various construction projects we are contracted to build, providing installation of our pipe rehabilitation services. We are unable to offer the services under the Master Agreement in Alaska or Hawaii, or any of the U.S. Territories and Outlying Areas due to the necessity of transporting our construction installation vehicles, equipment, and products to those locations.

SAK is proud to have been the nationwide vendor for the Trenchless Technology Rehabilitation and Related Products and Services contract through Region 4 Education Service Center since 2012. We responded to the very first RFP for this contract, #12-09, and in March 2012 the Board of Region 4 ESC awarded Contract #R5143 under TCPN to SAK, and it ran from March 22, 2012, through March 31, 2017 (3 years, and a 2-year renewal). In March 2017 SAK responded to RFP #17-08, and on April 25, 2017 the Board of Region 4 ESC awarded SAK Contract #R170802 under NationalIPA (the successor to TCPN, and predecessor to OMNIA Partners), which has run from May 1, 2017 to present (3 years, and two 1-year renewals). Our Business Development and Marketing personnel have all been educated on the contract, its benefits to participating public agencies, and effective promotion of the contract. They present and discuss this cooperative contract each time they meet with a potential client and educate clients who have traditionally always procured their projects through "low bidding" on the benefits and cost savings they can realize by utilizing this cooperative contract. The strides which have been made in our team's effectiveness have been recognized and commended by the folks within OMNIA Partners we work alongside in reaching potential customers.

Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

The Master Agreement pricing for this contract is **Not To Exceed** pricing, and thus Participating Agencies are ensured they will never pay a higher price for any line item. Additionally, per the terms of the contract, and through our Business Development and Marketing efforts to educate Participating Agencies, they will be shown how once we work together to develop a defined scope of work for their pipe rehabilitation needs, we can provide them with a proposal with reduced pricing below the Master Agreement pricing.

Identify all other companies that will be involved in processing, handling, or shipping the products/ service to the end user.

Not applicable. Only SAK Construction, LLC will be involved and there is not any processing, handling, or shipping of products, as we provide construction installation services as described above.

Provide that number, size and location of Supplier's distribution facilities, warehouses, and retail network as applicable.

All SAK locations and contact information for all our offices and support construction yards have been provided above in this document.

### 3.3 MARKETING AND SALES

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy from Public Agencies to supplier's teams nationwide, to include, but not limited to:

- i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
- ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days.

Please see attached **Marketing Plan**.

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- i. Creation and distribution of a co-branded press release to trade publications
- ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
- iii. Design, publication, and distribution of co-branded marketing materials within first 90 days
- iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
- v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved



by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

- vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
  - OMNIA Partners standard logo;
  - Copy of original Request for Proposal;
  - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
  - Summary of Products and pricing;
  - Marketing Materials
  - Electronic link to OMNIA Partners' website includes the online registration page;
  - A dedicated toll-free number and email address for OMNIA Partners

Please see attached **Marketing Plan**.

Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Please see attached **Marketing Plan**.

Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

SAK agrees to provide company logo to OMNIA Partners and gives permission to reproduce the logo for the purpose of marketing communications and promotions.

Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- ii. Best government pricing
- iii. No cost to participate
- iv. Non-exclusive

SAK will continue to be extremely proactive in the promotion of our goods and services to all Public Agencies nationwide, and the timely follow up to leads established and forwarded by OMNIA Partners. All of our sales initiatives under this program will include the OMNIA Partners logo, and will continue to communicate that the Master Agreement was competi-

tively solicited and publicly awarded by a Principal Procurement Agency; has Not To Exceed pricing; that there is no cost to a Public Agency to participate, and it is non-exclusive.

Confirm Supplier will train its sales force on the Master Agreement. At a minimum, sales training should include:

- i. Key feature of Master Agreement
- ii. Working knowledge of the solicitation process
- iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- iv. Knowledge of benefits of the use of cooperative contracts

Please see attached **Marketing Plan**.

Provide the name, title, email, and phone number for the person(s), who will be responsible for:

Executive Support: Charlie Kuhnmuensch, VP Business Development, [charliek@sakcon.com](mailto:charliek@sakcon.com), 636.385.1017

Marketing: Scott Linke, Marketing Manager, [slinke@sakcon.com](mailto:slinke@sakcon.com), 636.385.1058

Sales: Charlie Kuhnmuensch, VP Business Development, [charliek@sakcon.com](mailto:charliek@sakcon.com), 636.385.1017

Sales Support: Christa Cope, Business Development Coordinator, [ccope@sakcon.com](mailto:ccope@sakcon.com), 636.385.1026

Financial Reporting: Alyssa Brown, Assistant Controller, [abrown@sakcon.com](mailto:abrown@sakcon.com), 636.385.1044

Accounts Payable: Alyssa Brown, Assistant Controller, [abrown@sakcon.com](mailto:abrown@sakcon.com), 636.385.1044

Contracts: Barb Marler, Contracts Manager, [bmarler@sakcon.com](mailto:bmarler@sakcon.com), 636.385.1030

Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

A team of full-time personnel will be dedicated to the development and implementation of the contract through outreach promotion to potential clients.

Charlie Kuhnmuensch – VP Business Development, SAK Construction, LLC: 24 years of business development experience in the trenchless construction industry, including cured-in-place pipe (CIPP), pipe bursting, tunneling, shotcrete, Sliplining, and microtunneling. Active member of AWWA, Water Environment Federation (WEF), and various water and wastewater associations across the United States. Responsible for overseeing all marketing, selling and promotional activities to maximize the Region 4 ESC/OMNIA Partners contract opportunities throughout the United States.

Scott Linke – Marketing Manager, based in St. Louis, MO

Anthony Aderhold – Nationwide Strategic Industrial Markets, based in St. Paul, MN

Casey Smith – Pacific Region and Texas, based in San Francisco, CA

Steve Johnson – Pacific Region, based in Sacramento, CA

Cary Shaw – Central Region, based in Leawood, KS

Bob Quackenbush – Atlantic Region General Manager, based in Baltimore, MD

Randy Hansbrough – Southeast Region, based in Memphis, TN

Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

As described in greater detail in our **Marketing Plan**, our Business Development personnel will follow the lead of Phil Santoro of OMNIA Partners, and Charlie Kuhnmuensch of SAK, and implement the sales strategies they have developed and agreed upon following award of the contract. Repeated promotion of the Master Agreement and meetings with Public

Agencies to transition them from low bidding procurement to utilization of the Master Agreement when possible.

Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

As SAK's team of Business Development, Marketing, Contracting and Administration people have done for the last 10 years in the implementation of this contract, SAK will continue these efforts going forward.

State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contract for each.

SAK's Public Agency sales for our pipe rehabilitation division (does not include our tunneling division) for the previous fiscal year were \$168,895,000. If we are again awarded this contract, we will be more than happy to provide the confidential information of our Top 10 Public Agency customers and their details.

Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Not applicable as our construction installation services are highly specialized and not a catalog order management system. Under the Master Agreement procedures we have used on the two prior contracts, we provide the client a written proposal to complete the agreed upon scope of work, and they issue us a written acceptance of that proposal, which contains Terms & Conditions specific to that proposal. We use a financial construction software platform called Viewpoint, which has been customized for our specific business needs, to handle our billing and accounts receivable processes.

Provide the Contract Sales (as defined in Section 10 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

Contract Sales is not defined in Section 10 of the OMNIA Partners Administration Agreement example, which was included in these RFP documents, however, we would guarantee a minimum of \$2,000,000 each year in Contract Sales for the initial three years of the Master Agreement. We anticipate higher revenues, more in line with what we have seen the last 3 years, however due to the uncertainty in the construction market, cannot guarantee that level or revenue.

Describe how Offeror responds to emergency requests.

The Business Development contacts listed in this document are available to respond to requests 24/7, and upon award of the contract all their contact information will be provided in publications sent to Public Agencies. Charlie Kuhnmuensch, who is listed for Executive Support and Sales is the main point of contact for any emergency request and can initiate any operational or site visit requirement a Public Agency requires 24/7.

What is Offeror's average on time delivery for services? Describe Offeror's history of meeting public agencies requirements.

Not applicable as we would not be delivering a product from a catalog or online system. However, our track record of completing construction contract completion dates for clients is outstanding.

Describe Offeror's ability to meet service and warranty needs.

With our large national presence of crews and operation locations we would be able to respond in a timely manner should an issue arise from workmanship under our standard 1-year construction warranty.

**Describe Offeror's customer service/problem resolution process.**

As mentioned in the preceding question, any issue which would arise from workmanship under our standard 1-year construction warranty would be addressed by our own crews returning to make any necessary repairs.

**Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.**

We invoice every 30 days once our construction installation services have been in progress for Public Agencies. Our standard payment terms are Net 30 Days. We accept electronic fund transfer payments and checks.

**Describe Offeror's contract implementation/customer transition plan.**

As mentioned earlier, our contracts with Public Agencies under the OMNIA Partners cooperative procurement program typically begins with a written proposal from SAK to the Public Agency, and once we receive a written or electronic communication confirming acceptance of our proposal, contract documents are executed.

**Describe the financial condition of Offeror.**

SAK Construction, LLC is a financially successful business with an excellent reputation as one of the leaders in the underground construction industry. We have a total bonding capacity of \$700,000,000, with a single project bonding capacity of \$250,000,000.

**Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.**

Not applicable as our construction installation services cannot be ordered online due to the uniqueness of each different project we look at for several different Public Agencies. However, our website address is [www.sakcon.com](http://www.sakcon.com) if you would like to view it.

**Describe the Offeror's safety record.**

Please see the attached EMR Letter provided by SAK's Bonding Agent and SAK's Safety Record Form for information regarding safety record. As for SAK's safety procedures, please see the attached Table of Contents and SAK's Commitment to Safety from SAK's safety plan.

**If an Offeror requires any additional standard service agreements, provide a copy of the proposed agreement.**

No additional standard service agreements are required.

**Provide an additional information relevant to this section.**

No additional information relevant to this section.

## MARKETING PLAN

**Business Development Mission:** Continue to increase our presence as the market leader and innovator in trenchless technology with our focus on the categories in the Contract, throughout the United States. Unless an agency must specifically utilize competitive bidding for procurement of trenchless services, promotion of the “Trenchless Technology Rehabilitation and Related Products and Services” contract will be our primary offering to them, whether they are currently a Participating Public Agency, a prospective Public Agency, or a current customer of SAK Construction, LLC.

**SAK’s Executive Leadership of Jerry Shaw, President and Charlie Kuhnmuensch, Vice President of Business Development have supported this contract 100% since the first time it was awarded to us in 2012 and will endorse the contract as part of our go-to-market strategy immediately upon award.**

### KEY OBJECTIVES TO ACCOMPLISH IN FIRST 90 DAYS:

- Announcement along with Master Agreement details published on SAK’s website.
- Continually educate internally to SAK executive management, regional management, business development and marketing teams, and externally to clients and potential clients, the components, and benefits of this contract.
- Further development and implementation of our marketing campaign (below) across the United States utilizing the strategies and campaigns detailed below.
- Continue closely working with Phil Santoro, Director, Partner Development – Construction Services, OMNIA Partners to strengthen our outbound message to potential agency clients.
- Investigate and establish the viability of utilizing this contract in all states we have targeted in this proposal, and specifically with our existing core client base.
- Conduct educational webinars for membership organizations in the water and wastewater industries which we are actively involved in, explaining the benefits of cooperative purchasing and specifically this contract.
- Attend national, regional and supplier specific trade shows working alongside OMNIA Partners, and attend, exhibit and participate at the NIGP Annual Forum.

### GOAL OVERVIEW:

**Goal 1:** Education – To educate cities, counties, political subdivisions, other government agencies, non-profit entities, public and private schools, colleges, and universities, on the trenchless technologies our team provides.

**Goal 2:** Company/Contract Recognition – To be recognized as the market leader on the trenchless technologies our team provides with focus on the 7 rehabilitation areas in this contract.

**Goal 3:** Client Support – To provide support on infrastructure projects in addition to the trenchless services provided; via feasibility studies, design, cost analysis, and specifications review for clients.

**Goal 4:** Qualified Projects – To have the opportunity to perform work on \$10MM to \$20MM of projects in year one utilizing this contract.

**Goal 5:** Results – Increase gross revenues annually to in excess of \$12MM by 3rd year of contract.

### SAK MARKETING (BUSINESS DEVELOPMENT) TEAM MEMBERS:

A team of fulltime personnel will be dedicated to the development and implementation of the contract through outreach promotion to potential clients.

Charlie Kuhnmuensch – VP Business Development, SAK Construction, based in St. Louis, MO

Scott Linke – Marketing Director, based in St. Louis, MO

Jack Boatman – Nationwide Public Agencies, based in Mobile, AL

Anthony Aderhold – Nationwide Strategic Public Agencies, based in St. Paul, MN

Casey Smith – Pacific Region, based in San Francisco, CA

Steve Johnson – Pacific Region, based in Sacramento, CA

Brian Ackerman – Pacific Region, based in San Antonio, TX

Cary Shaw – Central Region, based in Leawood, KS

Bob Quackenbush – Atlantic Region General Manager, based in Baltimore, MD

Randy Hansbrough – Southeast Region, based in Memphis, TN



**NICHES:**

- Public & Private Water & Wastewater Systems
  - City/County/Town/Village
- Consulting Engineering Firms
  - Civil/Water & Wastewater
- Federal government and military
- Education-related organizations
- Colleges/Universities
- Non-profits

**MARKETING STRATEGIES AND CAMPAIGNS FIRST 90 DAYS:****Strategies**

- Social Media – Immediate announcement of award on Facebook, Twitter, LinkedIn
- Email Program – Constant Contact and direct emails to Participating Public Agencies
- Development of OMNIA Partners homepage on SAK website <http://sakcon.com/omnia>
- Webinars – Educational webinars with clients, potential clients and consulting engineers
- Press Releases
- Technical Presentations/Client Meetings
- Industry Publications – Published job site articles, Contract Announcements, Advertisements
- Trade Shows – Booths, Educational sessions, Advertisements
- Utilization of existing SAK/OMNIA Contract #R170802 clients for word-of-mouth referrals

**Campaigns**

- Research/Record contacts for Niches – Already Complete
- Week 1 – Coordinate Vendor Contract Launch meeting with member (Phil Santoro currently) of the OMNIA Partners Business Development Team.
- Week 1 (after award) – Send all marketing material bearing the OMNIA Partners name and logo to ESC4 for approval
- Week 1 – Announce award on social media outlets (Facebook, Twitter, LinkedIn, etc.)
- Week 2 – Work with OMNIA Partners on co-branded press release announcement
- Week 2 – Send Drip 1 email
- Week 2 – Send Drip 1 mail piece
- Week 3 – Follow up calls from Drip 1 email and mail piece
- Week 4 – Send Drip 2 email
- Week 4 – Schedule webinars
- Week 5 – Scott Linke and counterpart within OMNIA Partners begin development of dedicated contract homepage.
- Week 5 – Follow up calls from Drip 2 email
- Week 6 through 12 – SAK Business Development Team members will meet with the respective OMNIA Partners Regional Managers in person, if possible, but via Microsoft Teams at a minimum, to discuss territory marketing approach and target clients.
- Week 6 through 52 – SAK Business Development Team will meet with existing Public Agency clients, effectively promoting the Master Agreement in an effort to transition their procurement of trenchless technology construction services to utilization of the Master Agreement instead of low bidding.
- Week 12 through 52 – Repeat emails, mailings, follow up calls, meetings, and presentations
- Week 1 through 52 – Any trade shows will be attended with booths, presentations. Press releases and Industry Publications will be utilized.
- Week 13, 26, 39, 52 – Review market opportunities, evaluate results of previous marketing efforts, formulate changes to marketing calendar for upcoming Quarter.

**HISTORY OF PAST PERFORMANCE:**

The SAK team has successfully bid, marketed, developed, and performed work on private and public agency contracts in excess of \$1,500,000,000 since our establishment in 2006. SAK is one of 3 vertically integrated CIPP providers with a nationwide presence. SAK offers Region 4 ESC and OMNIA Partners the only one of these 3 which is a privately held company, not having to answer to shareholders and thus being able to focus our business development and marketing efforts

on the growth of cooperative contracting. We have held this contract for Region 4 ESC twice previously, working with TCPN, National IPA, and now OMNIA Partners, and have successfully marketed and grown the revenues despite several changes/acquisitions, and turnover of personnel within TCPN, National IPA, and OMNIA Partners. Performing under contract R170802 we have steadily increased our yearly revenues with the most recent 12 months having billed in excess of \$6,000,000 under the contract. Since May 1, 2017 we have billed in excess of \$14,000,000 under the contract, and now having recently had Phil Santoro of OMNIA Partners added as our Partner Development contact, hope to achieve even more impressive growth in revenue on the next contract we are awarded.



864 Hoff Road | O'Fallon, MO 63366

**OMNIA®**  
P A R T N E R S

Partner **SAK Construction, LLC**

Contract **Trenchless Technology Rehabilitation  
and Related Items and Services**

Contract  
Number **R170802**



**SAK™**

**OMNIA®**  
P A R T N E R S

## Pipeline Infrastructure. Solved.™

**OMNIA PARTNERS** offers their members  
the **Best Choice** for Pipeline Rehabilitation  
Solutions



## This **Best Value Contract** Provides **Trenchless Solutions** For Your Aging Pipelines

### Solved.

After More Than 40 Years of Pipeline Innovation, Our Commitment Runs Deep. Literally.

SAK solves the challenge of maintaining and restoring aging water, sanitary, and oil and gas pipeline infrastructure for the municipal, energy and industrial markets. With industry leading experience and a commitment to service excellence, SAK is a trusted partner helping customers worldwide renew, protect and expand their pipeline infrastructure.



### Services.

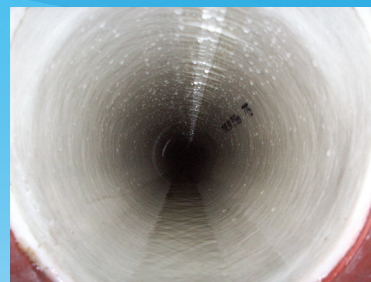
Focused on Finding Solutions to Your Underground Rehabilitation and Construction Needs.

#### LARGE DIAMETER SLIPLINING

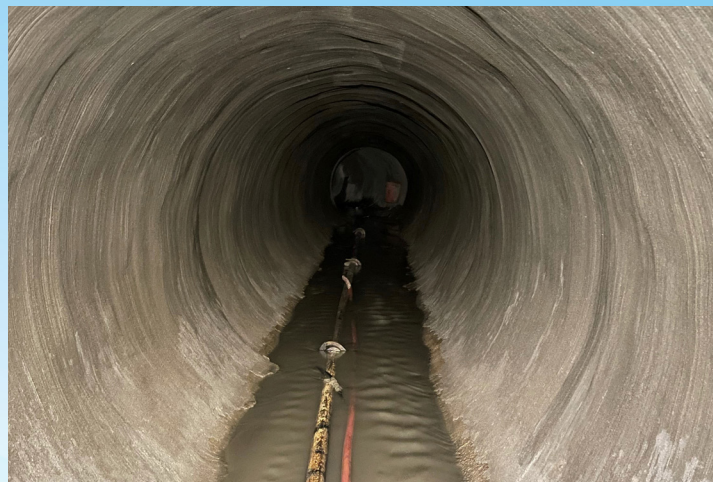
Protect and maintain your community's underground assets while protecting your finances with large diameter sliplining solutions from SAK. Ideal for interceptor pipeline in congested areas or difficult-to-dig sites, sliplining saves money and disruption by renewing sewer infrastructure using the existing pipeline. Working from access pits, new pipe is installed into deteriorating host pipe, providing a strong, new pipeline without the need to dig up and replace your entire system.



Before CIPP rehabilitation



After CIPP solution



Spin Cast Geopolymer Lining

#### CIPP LINING

It takes an expert to know one. And SAK experts works with the world's best manufacturers of CIPP materials. With founders of the CIPP industry on-board, our experience spans over 40 years and 30 countries. Our suppliers of high-quality polyester felt tubes and resins insure that SAK cured-in-place pipe meets ASTM F1216 standards.

#### ALL SERVICES OFFERED:

##### CURED-IN-PLACE (CIPP)

- Reconstruction of Gravity Sewer Pipelines
- Renewal of Potable Water Mains & Pressure Pipes

**PIPE-BURSTING WITH HDPE** For Sewer Lines

#### POLYETHYLENE (PE) PIPE SEWER PIPE SLIP-LINING

#### MANHOLE & STRUCTURE REHABILITATION

#### GRAVITY SEWER CIPP LATERAL RENEWAL SYSTEM

#### SPIN CAST GEOPLOYMER LINING OF LARGE DIAMETER GRAVITY SEWER PIPELINES

#### National Headquarters

Charlie Kuhnmuench  
636.385.1017 | [charliek@sakcon.com](mailto:charliek@sakcon.com)

For more info visit:  
**[sakcon.com/omnia](http://sakcon.com/omnia)**

Call Today for the **Pipeline Solutions** You Need





## MUNICIPAL

Aging infrastructure, explosive growth, shrinking tax bases—America’s cities face daunting challenges as they struggle to meet their current and future water and sanitation needs. With infiltration, limited capacity, and growing demand stressing our deteriorating pipelines, the Environmental Protection Agency estimates \$355 billion in improvements are required by 2030 to address America’s water and sewer issues.

As communities seek affordable answers to their pipeline problems, SAK leads the way. Experts in a variety of pipeline construction and renovation methods, SAK has the technology and the know-how to protect, repair, and even increase pipeline capacity without excavation. Preserve the health and safety of your community with trusted water, sanitation, and stormwater solutions from SAK.

# OMNIA®

PARTNERS

Ask us about our OMNIA® Partners “Trenchless Technology Rehabilitation” contract.

### HOW CAN SAK HELP YOU?

#### CONTACT US

Charlie Kuhnmuench

636.385.1000

[info@sakcon.com](mailto:info@sakcon.com)



## NATIONWIDE COVERAGE

One of the fastest-growing companies in the industry, SAK is strategically positioned to serve the entire United States with regional headquarters in Sacramento, St. Louis, Nashville, and Baltimore.

## FEATURED PROJECTS

Roll over the images below to see case studies of representative projects.  
Use the filters to select by sector and state.

**OMNIA®**  
P A R T N E R S

**CONTACT**

Any Sector



Any State







### CIPP

Safe, sturdy, and seamless,  
cured-in-place pipe technology  
renews existing gravity storm  
and wastewater pipeline  
infrastructure without digging.

[VIEW CIPP PROJECTS](#)

## FEATURED PROJECTS

Roll over the images below to see case studies of representative projects.  
Use the filters to select by sector and state.

**OMNIA®**  
P A R T N E R S

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Any Sector



Any State







## SAK Construction

@sakconstruction · Contractor

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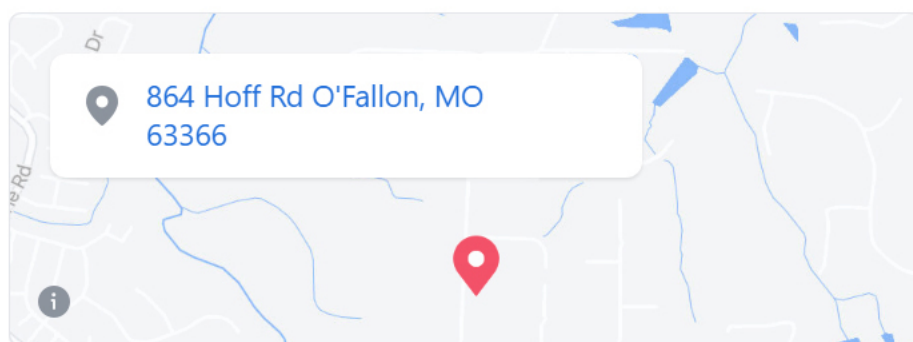
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Marsh & McLennan Agency LLC  
825 Maryville Centre Drive, Suite 200  
St. Louis, MO 63017  
+1 314 594 2700  
MarshMMA.com

July 13, 2021

Attn: Harry Miller  
SAK Construction, LLC  
864 Hoff Road  
O'Fallon, MO 63366

RE: SAK Construction, LLC  
Workers' Compensation Experience Modification

Dear Harry:

Your Experience Modification Rating Factor for the past three years is as follows:

Effective 8-2-2021 .58

Effective 8-2-2020 .54

Effective 8-2-2019 .56

Sincerely,

A handwritten signature in cursive script that reads "Diane Stiehl".

Diane M. Stiehl, CISR  
Senior Account Manager

## SAK Construction Safety Record Form

SAK Construction  
864 Hoff Road  
O'Fallon, MO 63366  
Telephone: 636-385-1000  
Fax: 636-385-1100



Prepared by/title: Harry Miller, Safety Director

Date prepared: 1/20/2021

**Experience Modification Rates (EMR)**

Year	Experience Modification Rate (EMR)
2010-2011	0.97
2011-2012	0.80
2012-2013	0.76
2013-2014	0.77
2014-2015	0.70
2015-2016	0.65
2016-2017	0.61
2017-2018	0.53
2018-2019	0.54
2019-2020	0.56

**OSHA Incidence Rates**

Year	Total Recordable Incidents	Total Hours Worked	OSHA Incidence Rate(RIR)
2009	5	191,456.26	5.2
2010	7	343,552.61	4.1
2011	16	520,464.03	6.1
2012	10	559,513.91	3.6
2013	12	612,328.92	3.9
2014	11	680,335.32	3.2
2015	13	749,758	3.5
2016	10	899,379	2.2
2017	12	956,649	2.5
2018	7	1,018,297	1.4
2019	11	1,084,999	2.0
2020	9	1,071,038	1.7

**DART- Days Away, and Restricted or Transferred**

Year	DART Cases	Total Hours Worked	DART Incidence Rate
2009	2	191,456.26	2.1
2010	5	343,552.61	2.9
2011	13	520,464.03	5.0
2012	6	559,513.91	2.1
2013	7	612,328.92	2.3
2014	6	680,335.32	1.8
2015	6	749,758	1.6
2016	3	899,379	0.7
2017	11	956,649	2.3
2018	2	1,018,297	0.4
2019	2	1,084,999	0.4
2020	5	1,071,038	0.9

**Lost Workday Cases**

Year	LWD Cases	Total Hours Worked	LWD Incident Rate
2009	0	191,456.26	0.00
2010	1	343,552.61	0.58
2011	7	520,464.03	2.69
2012	1	559,513.91	0.36
2013	4	612,328.92	1.31
2014	2	680,335.32	0.59
2015	2	749,758	0.53
2016	3	899,379	0.67
2017	4	956,649	0.84
2018	0	1,018,297	0.00
2019	1	1,084,999	0.18
2020	5	1,071,038	0.93

Incident Rates are Calculated using this formula: # Cases X 200,000 / Man Hours Worked



# **SAFETY AND ACCIDENT PREVENTION PLAN**

Jerry Shaw  
President



**SAK<sup>TM</sup>**

*Pipeline Infrastructure. Solved.<sup>TM</sup>*

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Health & Safety Commitment

Tunnels, Shafts and Blasting Procedures

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2. Safety Recognition Program
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5. Drug Free Workplace and Substance Abuse Policy
6. DOT Substance Abuse and Alcohol Misuse
7. Tunnel Evacuation Procedures
8. Accident Reporting Procedures
9. Backing Techniques
10. Hazardous Materials Emergency Action Plan



## HEALTH & SAFETY COMMITMENT

SAK Construction, LLC is committed to providing a safe and healthy workplace for all our employees.

SAK Construction, LLC will strive to comply with all relevant government regulations regarding personal health and safety. We will encourage good safety habits in every aspect of our Company's activities by maintaining an effective accident prevention program. This program will provide training and control exposure to hazardous situations both on the jobsite and at home. In every activity of our business, we expect a commitment to safety and active participation of every employee in our comprehensive safety effort.

In all our activities, the health and safety of our people is not to be compromised or placed at risk for any reason.

A handwritten signature in black ink, appearing to read "Jerry P. Shaw".

**Jerry P. Shaw**

**President**

**SAK Construction, LLC**

---

Employee Signature

**Exhibit B**  
**Administration Agreement, Example**

---

**ADMINISTRATION AGREEMENT**

THIS ADMINISTRATION AGREEMENT (this “**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_ 20\_\_, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), and \_\_\_\_\_ (“**Supplier**”).

**RECITALS**

**WHEREAS**, the \_\_\_\_\_ (the “**Principal Procurement Agency**”) has entered into a Master Agreement effective \_\_\_\_\_, Agreement No \_\_\_\_\_, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “**Master Agreement**”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of \_\_\_\_\_ (the “**Product**”);

**WHEREAS**, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “**Public Agencies**”), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “**Participating Public Agency**”) may purchase Product at prices stated in the Master Agreement;

**WHEREAS**, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

**WHEREAS**, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

**WHEREAS**, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

**WHEREAS**, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

**NOW, THEREFORE**, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

**DEFINITIONS**

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

## TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, “**Personal Information**” means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of “personal information” as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party “request to know” or “request to delete” (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners’ behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS’ PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

#### **TERM OF AGREEMENT; TERMINATION**

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

#### **NATIONAL PROMOTION**

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement’s products and services to Public Agencies and such agencies’ employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector)) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency’s first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.



Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

## **ADMINISTRATIVE FEE, REPORTING & PAYMENT**

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of \_\_ percent (\_\_%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10<sup>th</sup> day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

## **GENERAL PROVISIONS**

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

**A. OMNIA Partners:**

OMNIA Partners  
Attn: President  
840 Crescent Centre Drive  
Suite 600  
Franklin, TN 37067

**B. Supplier:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

**[INSERT SUPPLIER ENTITY NAME]**

**NATIONAL  
INTERGOVERNMENTAL  
PURCHASING ALLIANCE  
COMPANY, A DELAWARE  
CORPORATION D/B/A OMNIA  
PARTNERS, PUBLIC SECTOR**

---

Signature

---

Name

---

Title

---

Date

---

Signature

Sarah Vavra

---

Name

Sr. Vice President, Public Sector  
Contracting

---

Title

---

Date

**Exhibit C**  
**Master Intergovernmental Cooperative Purchasing Agreement, Example**

---

**MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT**

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate (“**Principal Procurement Agencies**”) with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, “**OMNIA Partners**”), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the “**OMNIA Partners Parties**”) by either registering on the OMNIA Partners website ([www.omniapartners.com/publicsector](http://www.omniapartners.com/publicsector) or any successor website), or by executing a copy of this Agreement.

**RECITALS**

**WHEREAS**, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Principal Procurement Agency and the Participating Public Agencies;

**WHEREAS**, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

**WHEREAS**, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

**NOW, THEREFORE**, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization (“**GPO**”) agreements directly or indirectly by enrolling the Participating Public Agency in another GPO’s purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency’s sole discretion.

7. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement or GPO Product supply agreement (each a “**GPO Contract**”) will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR

OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

**Participating Public Agency:**

**OMNIA Partners, as the cooperative  
administrator on behalf of Principal  
Procurement Agencies:**  
**NATIONAL INTERGOVERNMENTAL  
PURCHASING ALLIANCE COMPANY  
COMMUNITIES PROGRAM  
MANAGEMENT, LLC**

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Signature

Sarah E. Vavra

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

Sr. Vice President, Public Sector Contracting

\_\_\_\_\_  
Title and Agency Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



**Exhibit D**  
**Principal Procurement Agency Certificate, Example**

---

**PRINCIPAL PROCUREMENT AGENCY CERTIFICATE**

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“**OMNIA Partners**”), [NAME OF PPA] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as \_\_\_\_\_ of and on behalf of [NAME OF PPA] (“**Principal Procurement Agency**”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



**Exhibit F**  
**Federal Funds Certifications**

---

**FEDERAL CERTIFICATIONS**  
**ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT**

---

**TO WHOM IT MAY CONCERN:**

**Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.**

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**DEFINITIONS**

**Contract** means a legal instrument by which a non-Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non-Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

**Contractor** means an entity that receives a contract as defined in Contract.

**Cooperative agreement** means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non-Federal entity that, consistent with 31 U.S.C. 6302–6305:

- (a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;
- (b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.
- (c) The term does not include:
  - (1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or
  - (2) An agreement that provides only:
    - (i) Direct United States Government cash assistance to an individual;
    - (ii) A subsidy;
    - (iii) A loan;
    - (iv) A loan guarantee; or
    - (v) Insurance.

**Federal awarding agency** means the Federal agency that provides a Federal award directly to a non-Federal entity

**Federal award** has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

- (a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or
- (2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.
- (b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.
- (c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).
- (d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

**Non-Federal entity** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

**Nonprofit organization** means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

- (a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
- (b) Is not organized primarily for profit; and
- (c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

**Obligations** means, when used in connection with a non-Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period.

**Pass-through entity** means a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

**Recipient** means a non-Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

**Simplified acquisition threshold** means the dollar amount below which a non-Federal entity may purchase property or services using small purchase methods. Non-Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is \$250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

**Subaward** means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

**Termination** means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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#### **APPENDIX II TO 2 CFR PART 200**

**(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.**

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES \_\_\_\_\_  \_\_\_\_\_ Initials of Authorized Representative of offeror

**(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)**

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES BC Initials of Authorized Representative of offeror

**(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES BC Initials of Authorized Representative of offeror

**(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.**

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES BC Initials of Authorized Representative of offeror

**(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.**

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES BC Initials of Authorized Representative of offeror

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

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES BC Initials of Authorized Representative of offeror

**(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES BC Initials of Authorized Representative of offeror

**(H) Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES BC Initials of Authorized Representative of offeror

**(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.



**Such disclosures are forwarded from tier to tier up to the non-Federal award.**

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES 30 Initials of Authorized Representative of offeror

**(K) Prohibition on certain telecommunications and video surveillance services or equipment – Contracts and subgrants expending Federal loan or grant funds shall not: (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.**

As described in Public Law 115-232, section 889, covered telecommunications equipment under Federal Rule (K) include:

- (i) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
- (ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- (iii) Telecommunications or video surveillance services provided by such entities or using such equipment. \
- (iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Pursuant to Federal Rule (K) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of Federal Rule (K) during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES BC Initials of Authorized Representative of offeror

**(L) Domestic preferences for procurements – Contracts and purchase orders for work or products under a subaward must include a provision that requires the non- Federal entity to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).**

For the purposes of Federal Rule (L), "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Pursuant to Federal Rule (L) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (L) above.

Does offeror agree? YES BR Initials of Authorized Representative of offeror

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#### RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES BR Initials of Authorized Representative of offeror

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#### CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES BR Initials of Authorized Representative of offeror

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#### CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES BR Initials of Authorized Representative of offeror

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#### CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

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Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES BR Initials of Authorized Representative of offeror

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#### CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES BR Initials of Authorized Representative of offeror

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**Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.**

Offeror's Name:

Version July 27, 2021

SAK Construction, LLC

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Address, City, State, and Zip Code:

864 Hoff Road, O'Fallon, MO 63366

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Phone Number: 636.385.1000

Fax Number:

636.385.1100

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Printed Name and Title of Authorized Representative:

Boyd Hirtz, President


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Email Address:

bhirtz@sakcon.com

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Signature of Authorized Representative:



Date:

9/22/2021

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## **FEMA SPECIAL CONDITIONS**

Awarded Supplier(s) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA Special Conditions required by the Federal Emergency Management Agency (FEMA).

"Contract" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

### **Conflicts of Interest**

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

### **Contractor Integrity**

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

### **Public Policy**

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

- a. Equal opportunity and nondiscrimination laws
- b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
- c. Applicable prevailing wage laws, regulations, and executive orders

**Affirmative Steps**

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

**Prevailing Wage Requirements**

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

**Federal Requirements**

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

**2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses****1. REMEDIES**

- a. Standard. Contracts for more than the simplified acquisition threshold, currently set at \$250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

**2. TERMINATION FOR CAUSE AND CONVENIENCE**

- a. Standard. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.



### 3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- b. Key Definitions.
  - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
  - ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places,



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

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

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

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

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

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

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

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

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the

administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **4. DAVIS-BACON ACT**

- a. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 29 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.
- c. Requirements. If applicable, the non-federal entity must do the following:
  - i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of

the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.
- iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

- a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
- b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- c. Additionally, contractors are required to pay wages not less than once a week.

## **5. COPELAND ANTI-KICKBACK ACT**

- a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.
- c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person

employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

- a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
- b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

**6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.
- b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of \$100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards

Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

## **7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

- a. Standard. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).
- b. Applicability. This requirement applies to "funding agreements," but it DOES NOT apply



to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

- c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

## **8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

- a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).
- b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of \$150,000 under a federal grant.
- c. Suggested Language. The following provides a sample contract clause.

### Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

### Federal Water Pollution Control Act

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



2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

## 9. DEBARMENT AND SUSPENSION

- a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- c. Requirements.
  - i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530.
  - ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.
  - iii. Specifically, a covered transaction includes the following contracts for goods or services:
    1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
    2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.
  4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.
- d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**10. BYRD ANTI-LOBBYING AMENDMENT**

- a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of \$100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

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

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

- d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

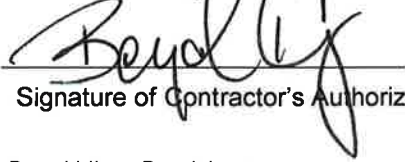
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, SAK Construction, 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.

A handwritten signature in black ink, appearing to read "Boyd Hirtz", written over a horizontal line.

Signature of Contractor's Authorized Official

Boyd Hirtz, President

Name and Title of Contractor's Authorized Official

9/22/2021

Date

## 11. PROCUREMENT OF RECOVERED MATERIALS

- a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.
- d. Suggested Language.
  - i. 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.
  - ii. 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>.
  - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

## 12. ACCESS TO RECORDS

- a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or ComptrollerGeneral.



Access to Records. The following access to records requirements apply to this contract:

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

### 13. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.
- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

### 14. DHS SEAL, LOGO, AND FLAGS

- a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).
- b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

## 15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.
- b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

## 16. NO OBLIGATION BY FEDERAL GOVERNMENT

- a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.
- c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

## 17. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

## 18. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- a. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contracts and subgrants expending Federal loan or grant funds shall not: (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any

system, or as critical technology as part of any system. See 2 C.F.R. Part 200, Appendix II, ¶ K.

- c. As described in Public Law 115-232, section 889, covered telecommunications equipment under 2 C.F.R. § 200.216 include:
  - i. Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - ii. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - iii. Telecommunications or video surveillance services provided by such entities or using such equipment.
  - iv. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## 19. DOMESTIC PREFERENCES FOR PROCUREMENTS

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
- b. Contracts and purchase orders for work or products under a subaward must include a provision that requires the non-Federal entity to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). See 2 C.F.R. Part 200, Appendix II, ¶ L.
  - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
  - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Offeror agrees to comply with all terms and conditions outlined in the FEMA Special Conditions section of this solicitation.**

Offeror's Name: SAK Construction, LLC

Address, City, State, and Zip Code:  
864 Hoff Road, O'Fallon, MO 63366

Phone Number: 636.385.1000 Fax Number: 636.385.1100

Printed Name and Title of Authorized Representative:  
Boyd Hirtz, President

Email Address: bhirtz@sakcon.com

Signature of Authorized Representative: 

Date: 9/22/2021

**Exhibit G**  
**New Jersey Business Compliance**

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**NEW JERSEY BUSINESS COMPLIANCE**

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.



**STATEMENT OF OWNERSHIP DISCLOSURE**

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

**Name of Organization:** SAK Construction, LLC

**Organization Address:** 864 Hoff Road, O'Fallon, MO 63366

**Part I Check the box that represents the type of business organization:**

- ☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)  
☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)  
☐ For-Profit Corporation (any type) ☒ Limited Liability Company (LLC)  
☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)  
☐ Other (be specific): \_\_\_\_\_

**Part II**

- ☒ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- ☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Thomas Kalishman	995 Green Lane, Wilson, WY 83014
Robert Affholder	1230 South Main Street, Unit D, St. Charles, MO 63301
Jerome Shaw, Jr.	26 Saybridge Manor Ct., Lake St. Louis, MO 63367

**Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

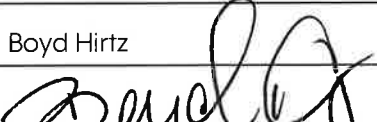
Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
None	

**Please list** the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
None	

**Part IV Certification**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the **<name of contracting unit>** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with **<type of contracting unit>** to notify the **<type of contracting unit>** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the **<type of contracting unit>** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Boyd Hirtz	Title:	President
Signature:		Date:	9/22/2021

DOC #2

**NON-COLLUSION AFFIDAVIT**

<b>STANDARD BID DOCUMENT REFERENCE</b>	
<b>Reference: VII-H</b>	
<b>Name of Form:</b>	<b>NON-COLLUSION AFFIDAVIT</b>
<b>Statutory Reference:</b>	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
<b>Instructions Reference:</b>	Statutory and Other Requirements VII-H
<b>Description:</b>	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

# NON-COLLUSION AFFIDAVIT

State of ~~New Jersey~~ Missouri  
County of St. Charles

ss:

I, Boyd Hirtz residing in O'Fallon  
(name of affiant) (name of municipality)  
in the County of St. Charles and State of Missouri of full  
age, being duly sworn according to law on my oath depose and say that:

I am President of the firm of \_\_\_\_\_  
(title or position) (name of firm)

SAK Construction, LLC the bidder making this Proposal for the bid

entitled RFP Trenchless Technology Rehabilitation and  
Related Products and Services, and that I executed the said proposal with  
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement,  
participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in  
connection with the above named project; and that all statements contained in said proposal and in this  
affidavit are true and correct, and made with full knowledge that the Region 4 ESC and  
OMNIA Partners relies upon the truth of the statements contained in said Proposal  
(name of contracting unit)  
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such  
contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent  
fee, except bona fide employees or bona fide established commercial or selling agencies maintained by  
SAK Construction, LLC.

Subscribed and sworn to

before me this day

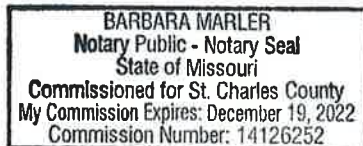
9/22, 2021

Barbara Marler

Notary public of St. Charles County, Missouri

My Commission expires 12/19/22

(Seal)



Boyd Hirtz  
Signature

Boyd Hirtz, President

(Type or print name of affiant under signature)

**AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, C.127)**

**Company Name:** SAK Construction, LLC

**Street:** 864 Hoff Road

**City, State, Zip Code:** O'Fallon, MO 63366

**Proposal Certification:**

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval

OR

2. A photo copy of their Certificate of Employee Information Report

OR

3. A complete Affirmative Action Employee Information Report (AA302) X

**Public Work – Over \$50,000 Total Project Cost:**

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the

B. Approved Federal or New Jersey Plan – certificate enclosed

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

9/22/2021

*Date*

  
*Authorized Signature and Title*

Boyd Hirtz, President



**STATE OF NEW JERSEY**  
**Division of Purchase & Property**  
**Contract Compliance Audit Unit**  
**EEO Monitoring Program**

**EMPLOYEE INFORMATION REPORT**

**IMPORTANT-READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION 8, ITEM 11. For Instructions on completing the form, go to: [https://www.state.nj.us/treasury/contract\\_compliance/documents/pdf/forms/aa302ins.pdf](https://www.state.nj.us/treasury/contract_compliance/documents/pdf/forms/aa302ins.pdf)**

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY <b>20-4193988</b>	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input checked="" type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY <b>430</b>
4. COMPANY NAME <b>SAK Construction, LLC</b>		
5. STREET <b>864 Hoff Road</b>	CITY <b>O'Fallon</b>	COUNTY <b>St. Charles</b>
STATE <b>MO</b>		ZIP CODE <b>63366</b>
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) <b>Sunlight Peak, LLLP</b>		CITY <b>O'Fallon</b>
STATE <b>MO</b>		ZIP CODE <b>63366</b>
7. CHECK ONE: IS THE COMPANY: <input type="checkbox"/> SINGLE-ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTI-ESTABLISHMENT EMPLOYER		
8. IF MULTI-ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN NJ <b>0</b>		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT		
10. PUBLIC AGENCY AWARDED CONTRACT		
CITY		COUNTY
STATE		ZIP CODE

Official Use Only	DATE RECEIVED	INAG. DATE	ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. **DO NOT SUBMIT AN EEO-1 REPORT.**

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	***** MALE *****					***** FEMALE *****				
				BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/ Managers	49	43	6	1	2	1	1	38	1				5
Professionals	75	68	7	2	5	1		60					7
Technicians	11	10	1					10					1
Sales Workers													
Office & Clerical	32	8	24	1				7	3	2		1	18
Craftworkers (Skilled)	73	73		2	10	1	1	59					
Operatives (Semi-skilled)	26	25	1		5			20					1
Laborers (Unskilled)	141	136	5	22	32	2	2	78	3				2
Service Workers													
<b>TOTAL</b>	<b>407</b>	<b>363</b>	<b>44</b>	<b>28</b>	<b>54</b>	<b>5</b>	<b>4</b>	<b>272</b>	<b>7</b>	<b>2</b>		<b>1</b>	<b>34</b>
Total employment From previous Report (if any)	401	361	40	42	40	5	3	271	13	1		1	25
Temporary & Part-Time Employees	The data below shall NOT be included in the figures for the appropriate categories above.												
	0	0	0	0	0	0	0	0	0	0	0	0	0

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employment Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO DAY YEAR <b>02 27 2017</b>
13. DATES OF PAYROLL PERIOD USED From: <b>08/29/2021</b> To: <b>09/04/2021</b>		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) <b>Angie Hirtz</b>	SIGNATURE 	TITLE <b>HR Manager</b>	DATE MO DAY YEAR <b>09 22 2021</b>
17. ADDRESS NO. & STREET <b>864 Hoff Rd.</b>	CITY <b>O'Fallon</b>	COUNTY <b>St. Charles</b>	STATE <b>MO</b>
ZIP CODE <b>63366</b>		PHONE (AREA CODE, NO., EXTENSION) <b>636 - 385 - 1020</b>	

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

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Signature of Procurement Agent

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s).** As the forms are county-based, **they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used “as-is”, subject to edits as described herein.
  - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at [http://www.nj.gov/dca/divisions/dlgs/resources/lfns\\_2006.html](http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html)). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

### Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

**C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM**

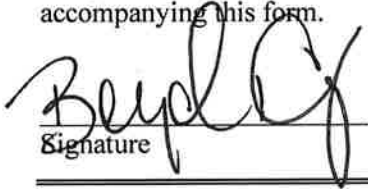
Required Pursuant to N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit  
no later than 10 days prior to the award of the contract.**

**Part I – Vendor Information**

Vendor Name:	SAK Construction, LLC		
Address:	864 Hoff Road		
City:	O'Fallon	State: MO	Zip: 63366

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.



Signature

Boyd Hirtz

Printed Name

President

Title

**Part II – Contribution Disclosure**

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
N/A			\$

☐ Check here if the information is continued on subsequent page(s)



DOC #4, continued

**List of Agencies with Elected Officials Required for Political Contribution Disclosure**  
**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

**County:**

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A  
COUNTY-BASED, CUSTOMIZABLE FORM.**

**STOCKHOLDER DISCLOSURE CERTIFICATION****Name of Business:**

☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

**OR**

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

**Check the box that represents the type of business organization:**☐ Partnership☐ Corporation☐ Sole Proprietorship☐ Limited Partnership☒ Limited Liability Corporation☐ Limited Liability Partnership☐ Subchapter S Corporation**Sign and notarize the form below, and, if necessary, complete the stockholder list below.****Stockholders:**

Name: Thomas Kalishman	Name: Robert Affholder
Home Address: 995 Green Lane, Wilson, WY 83014	Home Address: 1230 South Main Street, Unit D, St. Charles, MO 63301
Name: Jerome Shaw, Jr.	Name:
Home Address: 26 Saybridge Manor Ct., Lake St. Louis, MO 63366	Home Address:
Name:	Name:
Home Address:	Home Address:

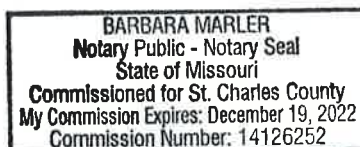
Subscribed and sworn before me this 22 day of September  
2021

(Notary Public) Barbara Marler

My Commission expires: 12/19/22

Boyd Hinz  
(Affiant)  
Boyd Hinz, President  
(Print name & title of affiant)

(Corporate Seal)



**Certification of Non-Involvement in Prohibited Activities in Iran**

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

[http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure\\_investmentact.pdf](http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf).

Offerors should submit the above form completed with their proposal.

**STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY  
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

**Quote Number:** Solicitation No. 22-04

**Bidder/Offeror:** SAK Construction, LLC

**PART 1: CERTIFICATION**

**BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.**

**FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

**PLEASE CHECK THE APPROPRIATE BOX:**



I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

**OR**



I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

**PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN**

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

**EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.**

Name <u>N/A</u>	Relationship to Bidder/Offeror _____
Description of Activities _____	
_____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers of information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State at its option may declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Boyd Hirtz

Signature: 

Title: President

Date: 9/22/2021

DOC #7

**NEW JERSEY BUSINESS REGISTRATION CERTIFICATE  
(N.J.S.A. 52:32-44)**

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>



01/13/15

Taxpayer Identification# **204-193-988/000**

Dear Business Representative:

Congratulations! You are now registered with the New Jersey Division of Revenue.

Use the Taxpayer Identification Number listed above on all correspondence with the Divisions of Revenue and Taxation, as well as with the Department of Labor (if the business is subject to unemployment withholdings). Your tax returns and payments will be filed under this number, and you will be able to access information about your account by referencing it.

Additionally, please note that State law requires all contractors and subcontractors with Public agencies to provide proof of their registration with the Division of Revenue. The law also amended Section 92 of the Casino Control Act, which deals with the casino service industry.

We have attached a Proof of Registration Certificate for your use. To comply with the law, if you are currently under contract or entering into a contract with a State agency, you must provide a copy of the certificate to the contracting agency.


If you have any questions or require more information, feel free to call our Registration Hotline at (609)292-9292.

I wish you continued success in your business endeavors.

Sincerely,



James J. Fruscione  
Director  
New Jersey Division of Revenue

STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE		DEPARTMENT OF TREASURY/ DIVISION OF REVENUE PO BOX 252 TRENTON, N J 08646-0252
TAXPAYER NAME: <b>SAK CONSTRUCTION, LLC</b>	TRADE NAME:	
ADDRESS: <b>864 HOFF RD O'FALLON MO 63366-1922</b>	SEQUENCE NUMBER: <b>1924928</b>	
EFFECTIVE DATE: <b>01/13/15</b>	ISSUANCE DATE: <b>01/13/15</b>	
FORM-BRC (04-08), D205846V		 Director New Jersey Division of Revenue

This Certificate is NOT assignable or transferable. It must be conspicuously displayed at above address.

**EEOAA EVIDENCE**

Equal Employment Opportunity/Affirmative Action  
Goods, Professional Services & General Service Projects

**EEO/AA Evidence**

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

**One** of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at: [http://www.state.nj.us/treasury/contract\\_compliance/pdf/pa.pdf](http://www.state.nj.us/treasury/contract_compliance/pdf/pa.pdf) for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Boyd Hirtz

Title: Vice President

Signature: 

Date: 9/22/2021

DOC #9  
MCBRIDE-PRINCIPLES



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230  
TRENTON, NEW JERSEY 08625-0230

MACBRIDE PRINCIPALS FORM

BID SOLICITATION #: 22-04

VENDOR/BIDDER: SAK Construction, LLC

**VENDOR'S/BIDDER'S REQUIREMENT**  
**TO PROVIDE A CERTIFICATION IN COMPLIANCE WITH THE MACBRIDE PRINCIPALS**  
**AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:



**CHECK THE APPROPRIATE BOX**

The Vendor/Bidder has no business operations in Northern Ireland; or



**OR**

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

**CERTIFICATION**

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

A handwritten signature in black ink, appearing to read "Boyd Hirtz", written over a horizontal line.

Date

9/22/2021

Boyd Hirtz, President

Print Name and Title

## Exhibit H

### Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <https://www.usa.gov/local-governments>.

Certain Public Agencies and Political Subdivisions:

**CITIES, TOWNS, VILLAGES AND BOROUGHES**  
**INCLUDING BUT NOT LIMITED TO:**

BAKER CITY GOLF COURSE, OR  
CITY OF ADAIR VILLAGE, OR  
CITY OF ASHLAND, OR  
CITY OF AUMSVILLE, OR  
CITY OF AURORA, OR  
CITY OF BAKER, OR  
CITY OF BATON ROUGE, LA  
CITY OF BEAVERTON, OR  
CITY OF BEND, OR  
CITY OF BOARDMAN, OR  
CITY OF BONANAZA, OR  
CITY OF BOSSIER CITY, LA  
CITY OF BROOKINGS, OR  
CITY OF BURNS, OR  
CITY OF CANBY, OR  
CITY OF CANYONVILLE, OR  
CITY OF CLATSKANIE, OR  
CITY OF COBURG, OR  
CITY OF CONDON, OR  
CITY OF COQUILLE, OR  
CITY OF CORVALLI, OR  
CITY OF CORVALLIS PARKS AND RECREATION  
DEPARTMENT, OR  
CITY OF COTTAGE GROVE, OR  
CITY OF DONALD, OR  
CITY OF EUGENE, OR  
CITY OF FOREST GROVE, OR  
CITY OF GOLD HILL, OR  
CITY OF GRANTS PASS, OR  
CITY OF GRESHAM, OR  
CITY OF HILLSBORO, OR  
CITY OF INDEPENDENCE, OR

CITY AND COUNTY OF HONOLULU, HI  
CITY OF KENNER, LA  
CITY OF LA GRANDE, OR  
CITY OF LAFAYETTE, LA  
CITY OF LAKE CHARLES, OR  
CITY OF LEBANON, OR  
CITY OF MCMINNVILLE, OR  
CITY OF MEDFORD, OR  
CITY OF METAIRIE, LA  
CITY OF MILL CITY, OR  
CITY OF MILWAUKIE, OR  
CITY OF MONROE, LA  
CITY OF MOSIER, OR  
CITY OF NEW ORLEANS, LA  
CITY OF NORTH PLAINS, OR  
CITY OF OREGON CITY, OR  
CITY OF PILOT ROCK, OR  
CITY OF PORTLAND, OR  
CITY OF POWERS, OR  
CITY OF PRINEVILLE, OR  
CITY OF REDMOND, OR  
CITY OF REEDSPORT, OR  
CITY OF RIDDLE, OR  
CITY OF ROGUE RIVER, OR  
CITY OF ROSEBURG, OR  
CITY OF SALEM, OR  
CITY OF SANDY, OR  
CITY OF SCAPPOOSE, OR  
CITY OF SHADY COVE, OR  
CITY OF SHERWOOD, OR  
CITY OF SHREVEPORT, LA  
CITY OF SILVERTON, OR  
CITY OF SPRINGFIELD, OR  
CITY OF ST. HELENS, OR

CITY OF ST. PAUL, OR  
CITY OF SULPHUR, LA  
CITY OF TIGARD, OR  
CITY OF TROUTDALE, OR  
CITY OF TUALATIN, OR  
CITY OF WALKER, LA  
CITY OF WARRENTON, OR  
CITY OF WEST LINN, OR  
CITY OF WILSONVILLE, OR  
CITY OF WINSTON, OR  
CITY OF WOODBURN, OR  
LEAGUE OF OREGON CITES  
THE CITY OF HAPPY VALLEY OREGON  
ALPINE, UT  
ALTA, UT  
ALTAMONT, UT  
ALTON, UT  
AMALGA, UT  
AMERICAN FORK CITY, UT  
ANNABELLA, UT  
ANTIMONY, UT  
APPLE VALLEY, UT  
AURORA, UT  
BALLARD, UT  
BEAR RIVER CITY, UT  
BEAVER, UT  
BICKNELL, UT  
BIG WATER, UT  
BLANDING, UT  
BLUFFDALE, UT  
BOULDER, UT  
CITY OF BOUNTIFUL, UT  
BRIAN HEAD, UT  
BRIGHAM CITY CORPORATION, UT  
BRYCE CANYON CITY, UT  
CANNONVILLE, UT  
CASTLE DALE, UT  
CASTLE VALLEY, UT  
CITY OF CEDAR CITY, UT  
CEDAR FORT, UT  
CITY OF CEDAR HILLS, UT  
CENTERFIELD, UT  
CENTERVILLE CITY CORPORATION, UT  
CENTRAL VALLEY, UT  
CHARLESTON, UT  
CIRCLEVILLE, UT  
CLARKSTON, UT  
CLAWSON, UT  
CLEARFIELD, UT  
CLEVELAND, UT  
CLINTON CITY CORPORATION, UT  
COALVILLE, UT  
CORINNE, UT  
CORNISH, UT  
COTTONWOOD HEIGHTS, UT  
DANIEL, UT  
DELTA, UT  
DEWEYVILLE, UT  
DRAPER CITY, UT  
DUCHESNE, UT  
EAGLE MOUNTAIN, UT  
EAST CARBON, UT  
ELK RIDGE, UT  
ELMO, UT  
ELSINORE, UT  
ELWOOD, UT  
EMERY, UT

ENOCH, UT  
ENTERPRISE, UT  
EPHRAIM, UT  
ESCALANTE, UT  
EUREKA, UT  
FAIRFIELD, UT  
FAIRVIEW, UT  
FARMINGTON, UT  
FARR WEST, UT  
FAYETTE, UT  
FERRON, UT  
FIELDING, UT  
FILLMORE, UT  
FOUNTAIN GREEN, UT  
FRANCIS, UT  
FRUIT HEIGHTS, UT  
GARDEN CITY, UT  
GARLAND, UT  
GENOLA, UT  
GLENDALE, UT  
GLENWOOD, UT  
GOSHEN, UT  
GRANTSVILLE, UT  
GREEN RIVER, UT  
GUNNISON, UT  
HANKSVILLE, UT  
HARRISVILLE, UT  
HATCH, UT  
HEBER CITY CORPORATION, UT  
HELPER, UT  
HENEFER, UT  
HENRIEVILLE, UT  
HERRIMAN, UT  
HIDEOUT, UT  
HIGHLAND, UT  
HILDALE, UT  
HINCKLEY, UT  
HOLDEN, UT  
HOLLADAY, UT  
HONEYVILLE, UT  
HOOPER, UT  
HOWELL, UT  
HUNTINGTON, UT  
HUNTSVILLE, UT  
CITY OF HURRICANE, UT  
HYDE PARK, UT  
HYRUM, UT  
INDEPENDENCE, UT  
IVINS, UT  
JOSEPH, UT  
JUNCTION, UT  
KAMAS, UT  
KANAB, UT  
KANARRAVILLE, UT  
KANOSH, UT  
KAYSVILLE, UT  
KINGSTON, UT  
KOOSHAREM, UT  
LAKETOWN, UT  
LA VERKIN, UT  
LAYTON, UT  
LEAMINGTON, UT  
LEEDS, UT  
LEHI CITY CORPORATION, UT  
LEVAN, UT  
LEWISTON, UT  
LINDON, UT

LOA, UT  
LOGAN CITY, UT  
LYMAN, UT  
LYNN DYLAN, UT  
MANILA, UT  
MANTI, UT  
MANTUA, UT  
MAPLETON, UT  
MARRIOTT-SLATERVILLE, UT  
MARYSVALE, UT  
MAYFIELD, UT  
MEADOW, UT  
MENDON, UT  
MIDVALE CITY INC., UT  
MIDWAY, UT  
MILFORD, UT  
MILLVILLE, UT  
MINERSVILLE, UT  
MOAB, UT  
MONA, UT  
MONROE, UT  
CITY OF MONTICELLO, UT  
MORGAN, UT  
MORONI, UT  
MOUNT PLEASANT, UT  
MURRAY CITY CORPORATION, UT  
MYTON, UT  
NAPLES, UT  
NEPHI, UT  
NEW HARMONY, UT  
NEWTON, UT  
NIBLEY, UT  
NORTH LOGAN, UT  
NORTH OGDEN, UT  
NORTH SALT LAKE CITY, UT  
OAK CITY, UT  
OAKLEY, UT  
OGDEN CITY CORPORATION, UT  
OPHIR, UT  
ORANGEVILLE, UT  
ORDERVILLE, UT  
OREM, UT  
PANGUITCH, UT  
PARADISE, UT  
PARAGONAH, UT  
PARK CITY, UT  
PAROWAN, UT  
PAYSON, UT  
PERRY, UT  
PLAIN CITY, UT  
PLEASANT GROVE CITY, UT  
PLEASANT VIEW, UT  
PLYMOUTH, UT  
PORTAGE, UT  
PRICE, UT  
PROVIDENCE, UT  
PROVO, UT  
RANDOLPH, UT  
REDMOND, UT  
RICHFIELD, UT  
RICHMOND, UT  
RIVERDALE, UT  
RIVER HEIGHTS, UT  
RIVERTON CITY, UT  
ROCKVILLE, UT  
ROCKY RIDGE, UT  
ROOSEVELT CITY CORPORATION, UT

ROY, UT  
RUSH VALLEY, UT  
CITY OF ST. GEORGE, UT  
SALEM, UT  
SALINA, UT  
SALT LAKE CITY CORPORATION, UT  
SANDY, UT  
SANTA CLARA, UT  
SANTAQUIN, UT  
SARATOGA SPRINGS, UT  
SCIPIO, UT  
SCOFIELD, UT  
SIGURD, UT  
SMITHFIELD, UT  
SNOWVILLE, UT  
CITY OF SOUTH JORDAN, UT  
SOUTH OGDEN, UT  
CITY OF SOUTH SALT LAKE, UT  
SOUTH WEBER, UT  
SPANISH FORK, UT  
SPRING CITY, UT  
SPRINGDALE, UT  
SPRINGVILLE, UT  
STERLING, UT  
STOCKTON, UT  
SUNNYSIDE, UT  
SUNSET CITY CORP, UT  
SYRACUSE, UT  
TABIONA, UT  
CITY OF TAYLORSVILLE, UT  
TOOELE CITY CORPORATION, UT  
TOQUERVILLE, UT  
TORREY, UT  
TREMONTON CITY, UT  
TRENTON, UT  
TROPIC, UT  
UINTAH, UT  
VERNAL CITY, UT  
VERNON, UT  
VINEYARD, UT  
VIRGIN, UT  
WALES, UT  
WALLSBURG, UT  
WASHINGTON CITY, UT  
WASHINGTON TERRACE, UT  
WELLINGTON, UT  
WELLSVILLE, UT  
WENDOVER, UT  
WEST BOUNTIFUL, UT  
WEST HAVEN, UT  
WEST JORDAN, UT  
WEST POINT, UT  
WEST VALLEY CITY, UT  
WILLARD, UT  
WOODLAND HILLS, UT  
WOODRUFF, UT  
WOODS CROSS, UT

**COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:**

ASCENSION PARISH, LA  
ASCENSION PARISH, LA, CLEAR OF COURT  
CADDOPARISH, LA  
CALCASIEU PARISH, LA  
CALCASIEU PARISH SHERIFF'S OFFICE, LA  
CITY AND COUNTY OF HONOLULU, HI  
CLACKAMAS COUNTY, OR



CLACKAMAS COUNTY DEPT OF TRANSPORTATION,  
 OR  
 CLATSOP COUNTY, OR  
 COLUMBIA COUNTY, OR  
 COOS COUNTY, OR  
 COOS COUNTY HIGHWAY DEPARTMENT, OR  
 COUNTY OF HAWAII, OR  
 CROOK COUNTY, OR  
 CROOK COUNTY ROAD DEPARTMENT, OR  
 CURRY COUNTY, OR  
 DESCHUTES COUNTY, OR  
 DOUGLAS COUNTY, OR  
 EAST BATON ROUGE PARISH, LA  
 GILLIAM COUNTY, OR  
 GRANT COUNTY, OR  
 HARNEY COUNTY, OR  
 HARNEY COUNTY SHERIFFS OFFICE, OR  
 HAWAII COUNTY, HI  
 HOOD RIVER COUNTY, OR  
 JACKSON COUNTY, OR  
 JEFFERSON COUNTY, OR  
 JEFFERSON PARISH, LA  
 JOSEPHINE COUNTY GOVERNMENT, OR  
 LAFAYETTE CONSOLIDATED GOVERNMENT, LA  
 LAFAYETTE PARISH, LA  
 LAFAYETTE PARISH CONVENTION & VISITORS  
 COMMISSION  
 LAFOURCHE PARISH, LA  
 KAUAI COUNTY, HI  
 KLAMATH COUNTY, OR  
 LAKE COUNTY, OR  
 LANE COUNTY, OR  
 LINCOLN COUNTY, OR  
 LINN COUNTY, OR  
 LIVINGSTON PARISH, LA  
 MALHEUR COUNTY, OR  
 MAUI COUNTY, HI  
 MARION COUNTY, SALEM, OR  
 MORROW COUNTY, OR  
 MULTNOMAH COUNTY, OR  
 MULTNOMAH COUNTY BUSINESS AND  
 COMMUNITY SERVICES, OR  
 MULTNOMAH COUNTY SHERIFFS OFFICE, OR  
 MULTNOMAH LAW LIBRARY, OR  
 ORLEANS PARISH, LA  
 PLAQUEMINES PARISH, LA  
 POLK COUNTY, OR  
 RAPIDES PARISH, LA  
 SAINT CHARLES PARISH, LA  
 SAINT CHARLES PARISH PUBLIC SCHOOLS, LA  
 SAINT LANDRY PARISH, LA  
 SAINT TAMMANY PARISH, LA  
 SHERMAN COUNTY, OR  
 TERREBONNE PARISH, LA  
 TILLAMOOK COUNTY, OR  
 TILLAMOOK COUNTY SHERIFF'S OFFICE, OR  
 TILLAMOOK COUNTY GENERAL HOSPITAL, OR  
 UMATILLA COUNTY, OR  
 UNION COUNTY, OR  
 WALLOWA COUNTY, OR  
 WASCO COUNTY, OR  
 WASHINGTON COUNTY, OR  
 WEST BATON ROUGE PARISH, LA  
 WHEELER COUNTY, OR  
 YAMHILL COUNTY, OR  
 COUNTY OF BOX ELDER, UT  
 COUNTY OF CACHE, UT

COUNTY OF RICH, UT  
 COUNTY OF WEBER, UT  
 COUNTY OF MORGAN, UT  
 COUNTY OF DAVIS, UT  
 COUNTY OF SUMMIT, UT  
 COUNTY OF DAGGETT, UT  
 COUNTY OF SALT LAKE, UT  
 COUNTY OF TOOELE, UT  
 COUNTY OF UTAH, UT  
 COUNTY OF WASATCH, UT  
 COUNTY OF DUCHESNE, UT  
 COUNTY OF Uintah, UT  
 COUNTY OF CARBON, UT  
 COUNTY OF SANPETE, UT  
 COUNTY OF JUAB, UT  
 COUNTY OF MILLARD, UT  
 COUNTY OF SEVIER, UT  
 COUNTY OF EMERY, UT  
 COUNTY OF GRAND, UT  
 COUNTY OF BEVER, UT  
 COUNTY OF PIUTE, UT  
 COUNTY OF WAYNE, UT  
 COUNTY OF SAN JUAN, UT  
 COUNTY OF GARFIELD, UT  
 COUNTY OF KANE, UT  
 COUNTY OF IRON, UT  
 COUNTY OF WASHINGTON, UT

**OTHER AGENCIES INCLUDING ASSOCIATIONS,  
 BOARDS, DISTRICTS, COMMISSIONS, COUNCILS,  
 PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT  
 AUTHORITIES, RESERVATIONS AND UTILITIES  
 INCLUDING BUT NOT LIMITED TO:**

ADAIR R.F.P.D., OR  
 ADEL WATER IMPROVEMENT DISTRICT, OR  
 ADRIAN R.F.P.D., OR  
 AGNESS COMMUNITY LIBRARY, OR  
 AGNESS-ILLAHE R.F.P.D., OR  
 AGRICULTURE EDUCATION SERVICE EXTENSION  
 DISTRICT, OR  
 ALDER CREEK-BARLOW WATER DISTRICT NO. 29,  
 OR  
 ALFALFA FIRE DISTRICT, OR  
 ALSEA R.F.P.D., OR  
 ALSEA RIVIERA WATER IMPROVEMENT DISTRICT,  
 OR  
 AMITY FIRE DISTRICT, OR  
 ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR  
 APPLE ROGUE DISTRICT IMPROVEMENT COMPANY,  
 OR  
 APPELGADE VALLEY R.F.P.D. #9, OR  
 ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT,  
 OR  
 ARCH CAPE SANITARY DISTRICT, OR  
 ARNOLD IRRIGATION DISTRICT, OR  
 ASH CREEK WATER CONTROL DISTRICT, OR  
 ATHENA CEMETERY MAINTENANCE DISTRICT, OR  
 AUMSVILLE R.F.P.D., OR  
 AURORA R.F.P.D., OR  
 AZALEA R.F.P.D., OR  
 BADGER IMPROVEMENT DISTRICT, OR  
 BAILEY-SPENCER R.F.P.D., OR  
 BAKER COUNTY LIBRARY DISTRICT, OR  
 BAKER R.F.P.D., OR  
 BAKER RIVERTON ROAD DISTRICT, OR  
 BAKER VALLEY IRRIGATION DISTRICT, OR  
 BAKER VALLEY S.W.C.D., OR

BAKER VALLEY VECTOR CONTROL DISTRICT, OR  
 BANDON CRANBERRY WATER CONTROL DISTRICT,  
 OR  
 BANDON R.F.P.D., OR  
 BANKS FIRE DISTRICT, OR  
 BANKS FIRE DISTRICT #13, OR  
 BAR L RANCH ROAD DISTRICT, OR  
 BARLOW WATER IMPROVEMENT DISTRICT, OR  
 BASIN AMBULANCE SERVICE DISTRICT, OR  
 BASIN TRANSIT SERVICE TRANSPORTATION  
 DISTRICT, OR  
 BATON ROUGE WATER COMPANY  
 BAY AREA HEALTH DISTRICT, OR  
 BAYSHORE SPECIAL ROAD DISTRICT, OR  
 BEAR VALLEY SPECIAL ROAD DISTRICT, OR  
 BEAVER CREEK WATER CONTROL DISTRICT, OR  
 BEAVER DRAINAGE IMPROVEMENT COMPANY,  
 INC., OR  
 BEAVER SLOUGH DRAINAGE DISTRICT, OR  
 BEAVER SPECIAL ROAD DISTRICT, OR  
 BEAVER WATER DISTRICT, OR  
 BELLE MER S.I.G.L. TRACTS SPECIAL ROAD  
 DISTRICT, OR  
 BEND METRO PARK AND RECREATION DISTRICT  
 BENTON S.W.C.D., OR  
 BERNDT SUBDIVISION WATER IMPROVEMENT  
 DISTRICT, OR  
 BEVERLY BEACH WATER DISTRICT, OR  
 BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,  
 LA  
 BIG BEND IRRIGATION DISTRICT, OR  
 BIGGS SERVICE DISTRICT, OR  
 BLACK BUTTE RANCH DEPARTMENT OF POLICE  
 SERVICES, OR  
 BLACK BUTTE RANCH R.F.P.D., OR  
 BLACK MOUNTAIN WATER DISTRICT, OR  
 BLODGETT-SUMMIT R.F.P.D., OR  
 BLUE MOUNTAIN HOSPITAL DISTRICT, OR  
 BLUE MOUNTAIN TRANSLATOR DISTRICT, OR  
 BLUE RIVER PARK & RECREATION DISTRICT, OR  
 BLUE RIVER WATER DISTRICT, OR  
 BLY R.F.P.D., OR  
 BLY VECTOR CONTROL DISTRICT, OR  
 BLY WATER AND SANITARY DISTRICT, OR  
 BOARDMAN CEMETERY MAINTENANCE DISTRICT,  
 OR  
 BOARDMAN PARK AND RECREATION DISTRICT  
 BOARDMAN R.F.P.D., OR  
 BONANZA BIG SPRINGS PARK & RECREATION  
 DISTRICT, OR  
 BONANZA MEMORIAL PARK CEMETERY DISTRICT,  
 OR  
 BONANZA R.F.P.D., OR  
 BONANZA-LANGELL VALLEY VECTOR CONTROL  
 DISTRICT, OR  
 BORING WATER DISTRICT #24, OR  
 BOULDER CREEK RETREAT SPECIAL ROAD  
 DISTRICT, OR  
 BRIDGE R.F.P.D., OR  
 BROOKS COMMUNITY SERVICE DISTRICT, OR  
 BROWNSVILLE R.F.P.D., OR  
 BUELL-RED PRAIRIE WATER DISTRICT, OR  
 BUNKER HILL R.F.P.D. #1, OR  
 BUNKER HILL SANITARY DISTRICT, OR  
 BURLINGTON WATER DISTRICT, OR  
 BURNT RIVER IRRIGATION DISTRICT, OR  
 BURNT RIVER S.W.C.D., OR

CALAPOOIA R.F.P.D., OR  
 CAMAS VALLEY R.F.P.D., OR  
 CAMELLIA PARK SANITARY DISTRICT, OR  
 CAMMANN ROAD DISTRICT, OR  
 CAMP SHERMAN ROAD DISTRICT, OR  
 CANBY AREA TRANSIT, OR  
 CANBY R.F.P.D. #62, OR  
 CANBY UTILITY BOARD, OR  
 CANNON BEACH R.F.P.D., OR  
 CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR  
 CAPE FERRELO R.F.P.D., OR  
 CAPE FOULWEATHER SANITARY DISTRICT, OR  
 CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR  
 CARMEL BEACH WATER DISTRICT, OR  
 CASCADE VIEW ESTATES TRACT 2, OR  
 CEDAR CREST SPECIAL ROAD DISTRICT, OR  
 CEDAR TRAILS SPECIAL ROAD DISTRICT, OR  
 CEDAR VALLEY - NORTH BANK R.F.P.D., OR  
 CENTRAL CASCADES FIRE AND EMS, OR  
 CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA  
 CENTRAL LINCOLN P.U.D., OR  
 CENTRAL OREGON COAST FIRE & RESCUE  
 DISTRICT, OR  
 CENTRAL OREGON INTERGOVERNMENTAL  
 COUNCIL  
 CENTRAL OREGON IRRIGATION DISTRICT, OR  
 CHAPARRAL WATER CONTROL DISTRICT, OR  
 CHARLESTON FIRE DISTRICT, OR  
 CHARLESTON SANITARY DISTRICT, OR  
 CHARLOTTE ANN WATER DISTRICT, OR  
 CHEHALEM PARK & RECREATION DISTRICT, OR  
 CHEHALEM PARK AND RECREATION DISTRICT  
 CHEMULT R.F.P.D., OR  
 CHENOWITH WATER P.U.D., OR  
 CHERRIOTS, OR  
 CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT,  
 OR  
 CHILOQUIN VECTOR CONTROL DISTRICT, OR  
 CHILOQUIN-AGENCY LAKE R.F.P.D., OR  
 CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR  
 CHR DISTRICT IMPROVEMENT COMPANY, OR  
 CHRISTMAS VALLEY DOMESTIC WATER DISTRICT,  
 OR  
 CHRISTMAS VALLEY PARK & RECREATION  
 DISTRICT, OR  
 CHRISTMAS VALLEY R.F.P.D., OR  
 CITY OF BOGALUSA SCHOOL BOARD, LA  
 CLACKAMAS COUNTY FIRE DISTRICT #1, OR  
 CLACKAMAS COUNTY SERVICE DISTRICT #1, OR  
 CLACKAMAS COUNTY VECTOR CONTROL  
 DISTRICT, OR  
 CLACKAMAS RIVER WATER  
 CLACKAMAS RIVER WATER, OR  
 CLACKAMAS S.W.C.D., OR  
 CLATSKANIE DRAINAGE IMPROVEMENT  
 COMPANY, OR  
 CLATSKANIE LIBRARY DISTRICT, OR  
 CLATSKANIE P.U.D., OR  
 CLATSKANIE PARK & RECREATION DISTRICT, OR  
 CLATSKANIE PEOPLE'S UTILITY DISTRICT  
 CLATSKANIE R.F.P.D., OR  
 CLATSOP CARE CENTER HEALTH DISTRICT, OR  
 CLATSOP COUNTY S.W.C.D., OR  
 CLATSOP DRAINAGE IMPROVEMENT COMPANY #15,  
 INC., OR  
 CLEAN WATER SERVICES  
 CLEAN WATER SERVICES, OR

CLOVERDALE R.F.P.D., OR  
 CLOVERDALE SANITARY DISTRICT, OR  
 CLOVERDALE WATER DISTRICT, OR  
 COALEDO DRAINAGE DISTRICT, OR  
 COBURG FIRE DISTRICT, OR  
 COLESTIN RURAL FIRE DISTRICT, OR  
 COLTON R.F.P.D., OR  
 COLTON WATER DISTRICT #11, OR  
 COLUMBIA 911 COMMUNICATIONS DISTRICT, OR  
 COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
 COLUMBIA DRAINAGE VECTOR CONTROL, OR  
 COLUMBIA IMPROVEMENT DISTRICT, OR  
 COLUMBIA R.F.P.D., OR  
 COLUMBIA RIVER FIRE & RESCUE, OR  
 COLUMBIA RIVER PUD, OR  
 COLUMBIA S.W.C.D., OR  
 COLUMBIA S.W.C.D., OR  
 CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION  
 COOS COUNTY AIRPORT DISTRICT, OR  
 COOS COUNTY AIRPORT DISTRICT, OR  
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR  
 COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR  
 COOS FOREST PROTECTIVE ASSOCIATION  
 COOS S.W.C.D., OR  
 COQUILLE R.F.P.D., OR  
 COQUILLE VALLEY HOSPITAL DISTRICT, OR  
 CORBETT WATER DISTRICT, OR  
 CORNELIUS R.F.P.D., OR  
 CORP RANCH ROAD WATER IMPROVEMENT, OR  
 CORVALLIS R.F.P.D., OR  
 COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR  
 COUNTRY CLUB WATER DISTRICT, OR  
 COUNTRY ESTATES ROAD DISTRICT, OR  
 COVE CEMETERY MAINTENANCE DISTRICT, OR  
 COVE ORCHARD SEWER SERVICE DISTRICT, OR  
 COVE R.F.P.D., OR  
 CRESCENT R.F.P.D., OR  
 CRESCENT SANITARY DISTRICT, OR  
 CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR  
 CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR  
 CROOK COUNTY CEMETERY DISTRICT, OR  
 CROOK COUNTY FIRE AND RESCUE, OR  
 CROOK COUNTY PARKS & RECREATION DISTRICT, OR  
 CROOK COUNTY S.W.C.D., OR  
 CROOK COUNTY VECTOR CONTROL DISTRICT, OR  
 CROOKED RIVER RANCH R.F.P.D., OR  
 CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR  
 CRYSTAL SPRINGS WATER DISTRICT, OR  
 CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
 CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR  
 CURRY COUNTY S.W.C.D., OR  
 CURRY HEALTH DISTRICT, OR  
 CURRY PUBLIC LIBRARY DISTRICT, OR  
 DALLAS CEMETERY DISTRICT #4, OR  
 DARLEY DRIVE SPECIAL ROAD DISTRICT, OR  
 DAVID CROCKETT STEAM FIRE COMPANY #1, LA

DAYS CREEK R.F.P.D., OR  
 DAYTON FIRE DISTRICT, OR  
 DEAN MINARD WATER DISTRICT, OR  
 DEE IRRIGATION DISTRICT, OR  
 DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR  
 DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR  
 DEPOE BAY R.F.P.D., OR  
 DESCHUTES COUNTY 911 SERVICE DISTRICT, OR  
 DESCHUTES COUNTY R.F.P.D. #2, OR  
 DESCHUTES PUBLIC LIBRARY DISTRICT, OR  
 DESCHUTES S.W.C.D., OR  
 DESCHUTES VALLEY WATER DISTRICT, OR  
 DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR  
 DEXTER R.F.P.D., OR  
 DEXTER SANITARY DISTRICT, OR  
 DORA-SITKUM R.F.P.D., OR  
 DOUGLAS COUNTY FIRE DISTRICT #2, OR  
 DOUGLAS S.W.C.D., OR  
 DRAKES CROSSING R.F.P.D., OR  
 DRRH SPECIAL ROAD DISTRICT #6, OR  
 DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR  
 DUFUR RECREATION DISTRICT, OR  
 DUMBECK LANE DOMESTIC WATER SUPPLY, OR  
 DUNDEE R.F.P.D., OR  
 DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR  
 EAGLE POINT IRRIGATION DISTRICT, OR  
 EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR  
 EAGLE VALLEY R.F.P.D., OR  
 EAGLE VALLEY S.W.C.D., OR  
 EAST FORK IRRIGATION DISTRICT, OR  
 EAST MULTNOMAH S.W.C.D., OR  
 EAST SALEM SERVICE DISTRICT, OR  
 EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR  
 EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR  
 EAST UMATILLA COUNTY R.F.P.D., OR  
 EAST VALLEY WATER DISTRICT, OR  
 ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR  
 ELGIN HEALTH DISTRICT, OR  
 ELGIN R.F.P.D., OR  
 ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR  
 ELKTON R.F.P.D., OR  
 EMERALD P.U.D., OR  
 ENTERPRISE IRRIGATION DISTRICT, OR  
 ESTACADA CEMETERY MAINTENANCE DISTRICT, OR  
 ESTACADA R.F.P.D. #69, OR  
 EUGENE R.F.P.D. # 1, OR  
 EUGENE WATER AND ELECTRIC BOARD  
 EVANS VALLEY FIRE DISTRICT #6, OR  
 FAIR OAKS R.F.P.D., OR  
 FAIRVIEW R.F.P.D., OR  
 FAIRVIEW WATER DISTRICT, OR  
 FALCON HEIGHTS WATER AND SEWER, OR  
 FALCON-COVE BEACH WATER DISTRICT, OR  
 FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR  
 FARGO INTERCHANGE SERVICE DISTRICT, OR  
 FARMERS IRRIGATION DISTRICT, OR  
 FAT ELK DRAINAGE DISTRICT, OR

FERN RIDGE PUBLIC LIBRARY DISTRICT, OR  
 FERN VALLEY ESTATES IMPROVEMENT DISTRICT,  
 OR  
 FOR FAR ROAD DISTRICT, OR  
 FOREST GROVE R.F.P.D., OR  
 FOREST VIEW SPECIAL ROAD DISTRICT, OR  
 FORT ROCK-SILVER LAKE S.W.C.D., OR  
 FOUR RIVERS VECTOR CONTROL DISTRICT, OR  
 FOX CEMETERY MAINTENANCE DISTRICT, OR  
 GARDINER R.F.P.D., OR  
 GARDINER SANITARY DISTRICT, OR  
 GARIBALDI R.F.P.D., OR  
 GASTON R.F.P.D., OR  
 GATES R.F.P.D., OR  
 GEARHART R.F.P.D., OR  
 GILLIAM S.W.C.D., OR  
 GLENDALE AMBULANCE DISTRICT, OR  
 GLENDALE R.F.P.D., OR  
 GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR  
 GLENEDEN SANITARY DISTRICT, OR  
 GLENWOOD WATER DISTRICT, OR  
 GLIDE - IDLEYLD SANITARY DISTRICT, OR  
 GLIDE R.F.P.D., OR  
 GOLD BEACH - WEDDERBURN R.F.P.D., OR  
 GOLD HILL IRRIGATION DISTRICT, OR  
 GOLDFINCH ROAD DISTRICT, OR  
 GOSHEN R.F.P.D., OR  
 GOVERNMENT CAMP ROAD DISTRICT, OR  
 GOVERNMENT CAMP SANITARY DISTRICT, OR  
 GRAND PRAIRIE WATER CONTROL DISTRICT, OR  
 GRAND RONDE SANITARY DISTRICT, OR  
 GRANT COUNTY TRANSPORTATION DISTRICT, OR  
 GRANT S.W.C.D., OR  
 GRANTS PASS IRRIGATION DISTRICT, OR  
 GREATER BOWEN VALLEY R.F.P.D., OR  
 GREATER ST. HELENS PARK & RECREATION  
 DISTRICT, OR  
 GREATER TOLEDO POOL RECREATION DISTRICT,  
 OR  
 GREEN KNOLLS SPECIAL ROAD DISTRICT, OR  
 GREEN SANITARY DISTRICT, OR  
 GREENACRES R.F.P.D., OR  
 GREENBERRY IRRIGATION DISTRICT, OR  
 GREENSPRINGS RURAL FIRE DISTRICT, OR  
 HAHLEN ROAD SPECIAL DISTRICT, OR  
 HAINES CEMETERY MAINTENANCE DISTRICT, OR  
 HAINES FIRE PROTECTION DISTRICT, OR  
 HALSEY-SHEDD R.F.P.D., OR  
 HAMLET R.F.P.D., OR  
 HARBOR R.F.P.D., OR  
 HARBOR SANITARY DISTRICT, OR  
 HARBOR WATER P.U.D., OR  
 HARNEY COUNTY HEALTH DISTRICT, OR  
 HARNEY S.W.C.D., OR  
 HARPER SOUTH SIDE IRRIGATION DISTRICT, OR  
 HARRISBURG FIRE AND RESCUE, OR  
 HAUSER R.F.P.D., OR  
 HAZELDELL RURAL FIRE DISTRICT, OR  
 HEBO JOINT WATER-SANITARY AUTHORITY, OR  
 HECETA WATER P.U.D., OR  
 HELIX CEMETERY MAINTENANCE DISTRICT #4, OR  
 HELIX PARK & RECREATION DISTRICT, OR  
 HELIX R.F.P.D. #7-411, OR  
 HEPPNER CEMETERY MAINTENANCE DISTRICT, OR  
 HEPPNER R.F.P.D., OR  
 HEPPNER WATER CONTROL DISTRICT, OR

HEREFORD COMMUNITY HALL RECREATION  
 DISTRICT, OR  
 HERMISTON CEMETERY DISTRICT, OR  
 HERMISTON IRRIGATION DISTRICT, OR  
 HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT  
 DISTRICT, OR  
 HIGH DESERT PARK & RECREATION DISTRICT, OR  
 HIGHLAND SUBDIVISION WATER DISTRICT, OR  
 HONOLULU INTERNATIONAL AIRPORT  
 HOOD RIVER COUNTY LIBRARY DISTRICT, OR  
 HOOD RIVER COUNTY TRANSPORTATION DISTRICT,  
 OR  
 HOOD RIVER S.W.C.D., OR  
 HOOD RIVER VALLEY PARKS & RECREATION  
 DISTRICT, OR  
 HOODLAND FIRE DISTRICT #74  
 HOODLAND FIRE DISTRICT #74, OR  
 HORSEFLY IRRIGATION DISTRICT, OR  
 HOSKINS-KINGS VALLEY R.F.P.D., OR  
 HOUSING AUTHORITY OF PORTLAND  
 HUBBARD R.F.P.D., OR  
 HUDSON BAY DISTRICT IMPROVEMENT COMPANY,  
 OR  
 I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT  
 COMPANY, OR  
 ICE FOUNTAIN WATER DISTRICT, OR  
 IDAHO POINT SPECIAL ROAD DISTRICT, OR  
 IDANHA-DETROIT RURAL FIRE PROTECTION  
 DISTRICT, OR  
 ILLINOIS VALLEY FIRE DISTRICT  
 ILLINOIS VALLEY R.F.P.D., OR  
 ILLINOIS VALLEY S.W.C.D., OR  
 IMBLER R.F.P.D., OR  
 INTERLACHEN WATER P.U.D., OR  
 IONE LIBRARY DISTRICT, OR  
 IONE R.F.P.D. #6-604, OR  
 IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR  
 IRONSIDE RURAL ROAD DISTRICT #5, OR  
 IRRIGON PARK & RECREATION DISTRICT, OR  
 IRRIGON R.F.P.D., OR  
 ISLAND CITY AREA SANITATION DISTRICT, OR  
 ISLAND CITY CEMETERY MAINTENANCE DISTRICT,  
 OR  
 JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR  
 JACKSON COUNTY FIRE DISTRICT #3, OR  
 JACKSON COUNTY FIRE DISTRICT #4, OR  
 JACKSON COUNTY FIRE DISTRICT #5, OR  
 JACKSON COUNTY LIBRARY DISTRICT, OR  
 JACKSON COUNTY VECTOR CONTROL DISTRICT, OR  
 JACKSON S.W.C.D., OR  
 JASPER KNOLLS WATER DISTRICT, OR  
 JEFFERSON COUNTY EMERGENCY MEDICAL  
 SERVICE DISTRICT, OR  
 JEFFERSON COUNTY FIRE DISTRICT #1, OR  
 JEFFERSON COUNTY LIBRARY DISTRICT, OR  
 JEFFERSON COUNTY S.W.C.D., OR  
 JEFFERSON PARK & RECREATION DISTRICT, OR  
 JEFFERSON R.F.P.D., OR  
 JOB'S DRAINAGE DISTRICT, OR  
 JOHN DAY WATER DISTRICT, OR  
 JOHN DAY-CANYON CITY PARKS & RECREATION  
 DISTRICT, OR  
 JOHN DAY-FERNHILL R.F.P.D. #5-108, OR  
 JORDAN VALLEY CEMETERY DISTRICT, OR  
 JORDAN VALLEY IRRIGATION DISTRICT, OR  
 JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR

JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
 JOSEPHINE COUNTY 911 AGENCY, OR  
 JUNCTION CITY R.F.P.D., OR  
 JUNCTION CITY WATER CONTROL DISTRICT, OR  
 JUNIPER BUTTE ROAD DISTRICT, OR  
 JUNIPER CANYON WATER CONTROL DISTRICT, OR  
 JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR  
 JUNIPER FLAT R.F.P.D., OR  
 JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR  
 KEATING R.F.P.D., OR  
 KEATING S.W.C.D., OR  
 KEIZER R.F.P.D., OR  
 KELLOGG RURAL FIRE DISTRICT, OR  
 KENO IRRIGATION DISTRICT, OR  
 KENO PINES ROAD DISTRICT, OR  
 KENO R.F.P.D., OR  
 KENT WATER DISTRICT, OR  
 KERBY WATER DISTRICT, OR  
 K-GB-LB WATER DISTRICT, OR  
 KILCHIS WATER DISTRICT, OR  
 KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR  
 KLAMATH BASIN IMPROVEMENT DISTRICT, OR  
 KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR  
 KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR  
 KLAMATH COUNTY FIRE DISTRICT #1, OR  
 KLAMATH COUNTY FIRE DISTRICT #3, OR  
 KLAMATH COUNTY FIRE DISTRICT #4, OR  
 KLAMATH COUNTY FIRE DISTRICT #5, OR  
 KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR  
 KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR  
 KLAMATH DRAINAGE DISTRICT, OR  
 KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR  
 KLAMATH INTEROPERABILITY RADIO GROUP, OR  
 KLAMATH IRRIGATION DISTRICT, OR  
 KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR  
 KLAMATH S.W.C.D., OR  
 KLAMATH VECTOR CONTROL DISTRICT, OR  
 KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR  
 LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR  
 LA GRANDE R.F.P.D., OR  
 LA PINE PARK & RECREATION DISTRICT, OR  
 LA PINE R.F.P.D., OR  
 LABISH VILLAGE SEWAGE & DRAINAGE, OR  
 LACOMB IRRIGATION DISTRICT, OR  
 LAFAYETTE AIRPORT COMMISSION, LA  
 LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3  
 LAIDLAW WATER DISTRICT, OR  
 LAKE CHINOOK FIRE & RESCUE, OR  
 LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR  
 LAKE COUNTY LIBRARY DISTRICT, OR  
 LAKE CREEK R.F.P.D. - JACKSON, OR  
 LAKE CREEK R.F.P.D. - LANE COUNTY, OR  
 LAKE DISTRICT HOSPITAL, OR  
 LAKE GROVE R.F.P.D. NO. 57, OR  
 LAKE GROVE WATER DISTRICT, OR

LAKE LABISH WATER CONTROL DISTRICT, OR  
 LAKE POINT SPECIAL ROAD DISTRICT, OR  
 LAKESIDE R.F.P.D. #4, OR  
 LAKESIDE WATER DISTRICT, OR  
 LAKEVIEW R.F.P.D., OR  
 LAKEVIEW S.W.C.D., OR  
 LAMONTAI IMPROVEMENT DISTRICT, OR  
 LANE FIRE AUTHORITY, OR  
 LANE LIBRARY DISTRICT, OR  
 LANE TRANSIT DISTRICT, OR  
 LANGELL VALLEY IRRIGATION DISTRICT, OR  
 LANGLOIS PUBLIC LIBRARY, OR  
 LANGLOIS R.F.P.D., OR  
 LANGLOIS WATER DISTRICT, OR  
 LAZY RIVER SPECIAL ROAD DISTRICT, OR  
 LEBANON AQUATIC DISTRICT, OR  
 LEBANON R.F.P.D., OR  
 LEWIS & CLARK R.F.P.D., OR  
 LINCOLN COUNTY LIBRARY DISTRICT, OR  
 LINCOLN S.W.C.D., OR  
 LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR  
 LINN S.W.C.D., OR  
 LITTLE MUDDY CREEK WATER CONTROL, OR  
 LITTLE NESTUCCA DRAINAGE DISTRICT, OR  
 LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR  
 LONE PINE IRRIGATION DISTRICT, OR  
 LONG PRAIRIE WATER DISTRICT, OR  
 LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR  
 LOOKINGGLASS RURAL FIRE DISTRICT, OR  
 LORANE R.F.P.D., OR  
 LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR  
 LOST CREEK PARK SPECIAL ROAD DISTRICT, OR  
 LOUISIANA PUBLIC SERVICE COMMISSION, LA  
 LOUISIANA WATER WORKS  
 LOWELL R.F.P.D., OR  
 LOWER MCKAY CREEK R.F.P.D., OR  
 LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR  
 LOWER POWDER RIVER IRRIGATION DISTRICT, OR  
 LOWER SILETZ WATER DISTRICT, OR  
 LOWER UMPQUA HOSPITAL DISTRICT, OR  
 LOWER UMPQUA PARK & RECREATION DISTRICT, OR  
 LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR  
 LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR  
 LUSTED WATER DISTRICT, OR  
 LYONS R.F.P.D., OR  
 LYONS-MEHAMA WATER DISTRICT, OR  
 MADRAS AQUATIC CENTER DISTRICT, OR  
 MAKAI SPECIAL ROAD DISTRICT, OR  
 MALHEUR COUNTY S.W.C.D., OR  
 MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR  
 MALHEUR DISTRICT IMPROVEMENT COMPANY, OR  
 MALHEUR DRAINAGE DISTRICT, OR  
 MALHEUR MEMORIAL HEALTH DISTRICT, OR  
 MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR  
 MALIN COMMUNITY PARK & RECREATION DISTRICT, OR  
 MALIN IRRIGATION DISTRICT, OR  
 MALIN R.F.P.D., OR

MAPLETON FIRE DEPARTMENT, OR  
 MAPLETON WATER DISTRICT, OR  
 MARCOLA WATER DISTRICT, OR  
 MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR  
 MARION COUNTY FIRE DISTRICT #1, OR  
 MARION JACK IMPROVEMENT DISTRICT, OR  
 MARION S.W.C.D., OR  
 MARY'S RIVER ESTATES ROAD DISTRICT, OR  
 MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR  
 MCKAY ACRES IMPROVEMENT DISTRICT, OR  
 MCKAY DAM R.F.P.D. # 7-410, OR  
 MCKENZIE FIRE & RESCUE, OR  
 MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR  
 MCMINNVILLE R.F.P.D., OR  
 MCNULTY WATER P.U.D., OR  
 MEADOWS DRAINAGE DISTRICT, OR  
 MEDFORD IRRIGATION DISTRICT, OR  
 MEDFORD R.F.P.D. #2, OR  
 MEDFORD WATER COMMISSION  
 MEDICAL SPRINGS R.F.P.D., OR  
 MELHEUR COUNTY JAIL, OR  
 MERLIN COMMUNITY PARK DISTRICT, OR  
 MERRILL CEMETERY MAINTENANCE DISTRICT, OR  
 MERRILL PARK DISTRICT, OR  
 MERRILL R.F.P.D., OR  
 METRO REGIONAL GOVERNMENT  
 METRO REGIONAL PARKS  
 METROPOLITAN EXPOSITION RECREATION COMMISSION  
 METROPOLITAN SERVICE DISTRICT (METRO)  
 MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR  
 MID-COLUMBIA FIRE AND RESCUE, OR  
 MIDDLE FORK IRRIGATION DISTRICT, OR  
 MIDLAND COMMUNITY PARK, OR  
 MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR  
 MILES CROSSING SANITARY SEWER DISTRICT, OR  
 MILL CITY R.F.P.D. #2-303, OR  
 MILL FOUR DRAINAGE DISTRICT, OR  
 MILLICOMA RIVER PARK & RECREATION DISTRICT, OR  
 MILLINGTON R.F.P.D. #5, OR  
 MILO VOLUNTEER FIRE DEPARTMENT, OR  
 MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR  
 MILTON-FREEWATER WATER CONTROL DISTRICT, OR  
 MIROCO SPECIAL ROAD DISTRICT, OR  
 MIST-BIRKENFELD R.F.P.D., OR  
 MODOC POINT IRRIGATION DISTRICT, OR  
 MODOC POINT SANITARY DISTRICT, OR  
 MOHAWK VALLEY R.F.P.D., OR  
 MOLALLA AQUATIC DISTRICT, OR  
 MOLALLA R.F.P.D. #73, OR  
 MONITOR R.F.P.D., OR  
 MONROE R.F.P.D., OR  
 MONUMENT CEMETERY MAINTENANCE DISTRICT, OR  
 MONUMENT S.W.C.D., OR  
 MOOREA DRIVE SPECIAL ROAD DISTRICT, OR  
 MORO R.F.P.D., OR  
 MORROW COUNTY HEALTH DISTRICT, OR  
 MORROW COUNTY UNIFIED RECREATION DISTRICT, OR

MORROW S.W.C.D., OR  
 MOSIER FIRE DISTRICT, OR  
 MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR  
 MT. ANGEL R.F.P.D., OR  
 MT. HOOD IRRIGATION DISTRICT, OR  
 MT. LAKI CEMETERY DISTRICT, OR  
 MT. VERNON R.F.P.D., OR  
 MULINO WATER DISTRICT #1, OR  
 MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR  
 MULTNOMAH COUNTY R.F.P.D. #10, OR  
 MULTNOMAH COUNTY R.F.P.D. #14, OR  
 MULTNOMAH EDUCATION SERVICE DISTRICT  
 MYRTLE CREEK R.F.P.D., OR  
 NEAH-KAH-NIE WATER DISTRICT, OR  
 NEDONNA R.F.P.D., OR  
 NEHALEM BAY FIRE AND RESCUE, OR  
 NEHALEM BAY HEALTH DISTRICT, OR  
 NEHALEM BAY WASTEWATER AGENCY, OR  
 NESIKA BEACH-OPHIR WATER DISTRICT, OR  
 NESKOWIN REGIONAL SANITARY AUTHORITY, OR  
 NESKOWIN REGIONAL WATER DISTRICT, OR  
 NESTUCCA R.F.P.D., OR  
 NETARTS WATER DISTRICT, OR  
 NETARTS-OCEANSIDE R.F.P.D., OR  
 NETARTS-OCEANSIDE SANITARY DISTRICT, OR  
 NEW BRIDGE WATER SUPPLY DISTRICT, OR  
 NEW CARLTON FIRE DISTRICT, OR  
 NEW ORLEANS REDEVELOPMENT AUTHORITY, LA  
 NEW PINE CREEK R.F.P.D., OR  
 NEWBERG R.F.P.D., OR  
 NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR  
 NEWPORT R.F.P.D., OR  
 NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR  
 NORTH ALBANY R.F.P.D., OR  
 NORTH BAY R.F.P.D. #9, OR  
 NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR  
 NORTH COUNTY RECREATION DISTRICT, OR  
 NORTH DOUGLAS COUNTY FIRE & EMS, OR  
 NORTH DOUGLAS PARK & RECREATION DISTRICT, OR  
 NORTH GILLIAM COUNTY HEALTH DISTRICT, OR  
 NORTH GILLIAM COUNTY R.F.P.D., OR  
 NORTH LAKE HEALTH DISTRICT, OR  
 NORTH LEBANON WATER CONTROL DISTRICT, OR  
 NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR  
 NORTH LINCOLN HEALTH DISTRICT, OR  
 NORTH MORROW VECTOR CONTROL DISTRICT, OR  
 NORTH SHERMAN COUNTY R.F.P.D. OR  
 NORTH UNIT IRRIGATION DISTRICT, OR  
 NORTHEAST OREGON HOUSING AUTHORITY, OR  
 NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR  
 NORTHERN WASCO COUNTY P.U.D., OR  
 NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR  
 NYE DITCH USERS DISTRICT IMPROVEMENT, OR  
 NYSSA ROAD ASSESSMENT DISTRICT #2, OR  
 NYSSA RURAL FIRE DISTRICT, OR  
 NYSSA-ARCADIA DRAINAGE DISTRICT, OR  
 OAK LODGE WATER SERVICES, OR  
 OAKLAND R.F.P.D., OR  
 OAKVILLE COMMUNITY CENTER, OR  
 OCEANSIDE WATER DISTRICT, OR  
 OCHOCO IRRIGATION DISTRICT, OR



OCHOCO WEST WATER AND SANITARY  
 AUTHORITY, OR  
 ODELL SANITARY DISTRICT, OR  
 OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR  
 OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR  
 ONTARIO LIBRARY DISTRICT, OR  
 ONTARIO R.F.P.D., OR  
 OPHIR R.F.P.D., OR  
 OREGON COAST COMMUNITY ACTION  
 OREGON HOUSING AND COMMUNITY SERVICES  
 OREGON INTERNATIONAL PORT OF COOS BAY, OR  
 OREGON LEGISLATIVE ADMINISTRATION  
 OREGON OUTBACK R.F.P.D., OR  
 OREGON POINT, OR  
 OREGON TRAIL LIBRARY DISTRICT, OR  
 OTTER ROCK WATER DISTRICT, OR  
 OWW UNIT #2 SANITARY DISTRICT, OR  
 OWYHEE CEMETERY MAINTENANCE DISTRICT, OR  
 OWYHEE IRRIGATION DISTRICT, OR  
 PACIFIC CITY JOINT WATER-SANITARY  
 AUTHORITY, OR  
 PACIFIC COMMUNITIES HEALTH DISTRICT, OR  
 PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR  
 PALATINE HILL WATER DISTRICT, OR  
 PALMER CREEK WATER DISTRICT IMPROVEMENT  
 COMPANY, OR  
 PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR  
 PANTHER CREEK ROAD DISTRICT, OR  
 PANTHER CREEK WATER DISTRICT, OR  
 PARKDALE R.F.P.D., OR  
 PARKDALE SANITARY DISTRICT, OR  
 PENINSULA DRAINAGE DISTRICT #1, OR  
 PENINSULA DRAINAGE DISTRICT #2, OR  
 PHILOMATH FIRE AND RESCUE, OR  
 PILOT ROCK CEMETERY MAINTENANCE DISTRICT  
 #5, OR  
 PILOT ROCK PARK & RECREATION DISTRICT, OR  
 PILOT ROCK R.F.P.D., OR  
 PINE EAGLE HEALTH DISTRICT, OR  
 PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR  
 PINE GROVE IRRIGATION DISTRICT, OR  
 PINE GROVE WATER DISTRICT-KLAMATH FALLS,  
 OR  
 PINE GROVE WATER DISTRICT-MAUPIN, OR  
 PINE VALLEY CEMETERY DISTRICT, OR  
 PINE VALLEY R.F.P.D., OR  
 PINWOOD COUNTRY ESTATES SPECIAL ROAD  
 DISTRICT, OR  
 PIONEER DISTRICT IMPROVEMENT COMPANY, OR  
 PISTOL RIVER CEMETERY MAINTENANCE  
 DISTRICT, OR  
 PISTOL RIVER FIRE DISTRICT, OR  
 PLEASANT HILL R.F.P.D., OR  
 PLEASANT HOME WATER DISTRICT, OR  
 POCAHONTAS MINING AND IRRIGATION DISTRICT,  
 OR  
 POE VALLEY IMPROVEMENT DISTRICT, OR  
 POE VALLEY PARK & RECREATION DISTRICT, OR  
 POE VALLEY VECTOR CONTROL DISTRICT, OR  
 POLK COUNTY FIRE DISTRICT #1, OR  
 POLK S.W.C.D., OR  
 POMPADOUR WATER IMPROVEMENT DISTRICT, OR  
 PONDEROSA PINES EAST SPECIAL ROAD DISTRICT,  
 OR  
 PORT OF ALSEA, OR  
 PORT OF ARLINGTON, OR  
 PORT OF ASTORIA, OR

PORT OF BANDON, OR  
 PORT OF BRANDON, OR  
 PORT OF BROOKINGS HARBOR, OR  
 PORT OF CASCADE LOCKS, OR  
 PORT OF COQUILLE RIVER, OR  
 PORT OF GARIBALDI, OR  
 PORT OF GOLD BEACH, OR  
 PORT OF HOOD RIVER, OR  
 PORT OF MORGAN CITY, LA  
 PORT OF MORROW, OR  
 PORT OF NEHALEM, OR  
 PORT OF NEWPORT, OR  
 PORT OF PORT ORFORD, OR  
 PORT OF PORTLAND, OR  
 PORT OF SIUSLAW, OR  
 PORT OF ST. HELENS, OR  
 PORT OF THE DALLES, OR  
 PORT OF TILLAMOOK BAY, OR  
 PORT OF TOLEDO, OR  
 PORT OF UMATILLA, OR  
 PORT OF UMPQUA, OR  
 PORT ORFORD CEMETERY MAINTENANCE  
 DISTRICT, OR  
 PORT ORFORD PUBLIC LIBRARY DISTRICT, OR  
 PORT ORFORD R.F.P.D., OR  
 PORTLAND DEVELOPMENT COMMISSION, OR  
 PORTLAND FIRE AND RESCUE  
 PORTLAND HOUSING CENTER, OR  
 POWDER R.F.P.D., OR  
 POWDER RIVER R.F.P.D., OR  
 POWDER VALLEY WATER CONTROL DISTRICT, OR  
 POWERS HEALTH DISTRICT, OR  
 PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR  
 PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT  
 #1, OR  
 PROSPECT R.F.P.D., OR  
 QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR  
 QUEENER IRRIGATION IMPROVEMENT DISTRICT,  
 OR  
 RAINBOW WATER DISTRICT, OR  
 RAINIER CEMETERY DISTRICT, OR  
 RAINIER DRAINAGE IMPROVEMENT COMPANY, OR  
 RALEIGH WATER DISTRICT, OR  
 REDMOND AREA PARK & RECREATION DISTRICT,  
 OR  
 REDMOND FIRE AND RESCUE, OR  
 RIDDLE FIRE PROTECTION DISTRICT, OR  
 RIDGEWOOD DISTRICT IMPROVEMENT COMPANY,  
 OR  
 RIDGEWOOD ROAD DISTRICT, OR  
 RIETH SANITARY DISTRICT, OR  
 RIETH WATER DISTRICT, OR  
 RIMROCK WEST IMPROVEMENT DISTRICT, OR  
 RINK CREEK WATER DISTRICT, OR  
 RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR  
 RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR  
 RIVER MEADOWS IMPROVEMENT DISTRICT, OR  
 RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR  
 RIVER ROAD PARK & RECREATION DISTRICT, OR  
 RIVER ROAD WATER DISTRICT, OR  
 RIVERBEND RIVERBANK WATER IMPROVEMENT  
 DISTRICT, OR  
 RIVERDALE R.F.P.D. 11-JT, OR  
 RIVERGROVE WATER DISTRICT, OR  
 RIVERSIDE MISSION WATER CONTROL DISTRICT,  
 OR  
 RIVERSIDE R.F.P.D. #7-406, OR

RIVERSIDE WATER DISTRICT, OR  
 ROBERTS CREEK WATER DISTRICT, OR  
 ROCK CREEK DISTRICT IMPROVEMENT, OR  
 ROCK CREEK WATER DISTRICT, OR  
 ROCKWOOD WATER P.U.D., OR  
 ROCKY POINT FIRE & EMS, OR  
 ROGUE RIVER R.F.P.D., OR  
 ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR  
 ROGUE VALLEY SEWER SERVICES, OR  
 ROGUE VALLEY SEWER, OR  
 ROGUE VALLEY TRANSPORTATION DISTRICT, OR  
 ROSEBURG URBAN SANITARY AUTHORITY, OR  
 ROSEWOOD ESTATES ROAD DISTRICT, OR  
 ROW RIVER VALLEY WATER DISTRICT, OR  
 RURAL ROAD ASSESSMENT DISTRICT #3, OR  
 RURAL ROAD ASSESSMENT DISTRICT #4, OR  
 SAINT LANDRY PARISH TOURIST COMMISSION  
 SAINT MARY PARISH REC DISTRICT 2  
 SAINT MARY PARISH REC DISTRICT 3  
 SAINT TAMMANY FIRE DISTRICT 4, LA  
 SALEM AREA MASS TRANSIT DISTRICT, OR  
 SALEM MASS TRANSIT DISTRICT  
 SALEM SUBURBAN R.F.P.D., OR  
 SALISHAN SANITARY DISTRICT, OR  
 SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR  
 SALMON RIVER PARK WATER IMPROVEMENT  
 DISTRICT, OR  
 SALMONBERRY TRAIL INTERGOVERNMENTAL  
 AGENCY, OR  
 SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR  
 SANDY DRAINAGE IMPROVEMENT COMPANY, OR  
 SANDY R.F.P.D. #72, OR  
 SANTA CLARA R.F.P.D., OR  
 SANTA CLARA WATER DISTRICT, OR  
 SANTIAM WATER CONTROL DISTRICT, OR  
 SAUVIE ISLAND DRAINAGE IMPROVEMENT  
 COMPANY, OR  
 SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J,  
 OR  
 SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY,  
 OR  
 SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR  
 SCAPPOOSE R.F.P.D., OR  
 SCIO R.F.P.D., OR  
 SCOTTSBURG R.F.P.D., OR  
 SEAL ROCK R.F.P.D., OR  
 SEAL ROCK WATER DISTRICT, OR  
 SEWERAGE AND WATER BOARD OF NEW ORLEANS,  
 LA  
 SHANGRI-LA WATER DISTRICT, OR  
 SHASTA VIEW IRRIGATION DISTRICT, OR  
 SHELLEY ROAD CREST ACRES WATER DISTRICT,  
 OR  
 SHERIDAN FIRE DISTRICT, OR  
 SHERMAN COUNTY HEALTH DISTRICT, OR  
 SHERMAN COUNTY S.W.C.D., OR  
 SHORELINE SANITARY DISTRICT, OR  
 SILETZ KEYS SANITARY DISTRICT, OR  
 SILETZ R.F.P.D., OR  
 SILVER FALLS LIBRARY DISTRICT, OR  
 SILVER LAKE IRRIGATION DISTRICT, OR  
 SILVER LAKE R.F.P.D., OR  
 SILVER SANDS SPECIAL ROAD DISTRICT, OR  
 SILVERTON R.F.P.D. NO. 2, OR  
 SISTERS PARKS & RECREATION DISTRICT, OR  
 SISTERS-CAMP SHERMAN R.F.P.D., OR  
 SIUSLAW PUBLIC LIBRARY DISTRICT, OR

SIUSLAW S.W.C.D., OR  
 SIUSLAW VALLEY FIRE AND RESCUE, OR  
 SIXES R.F.P.D., OR  
 SKIPANON WATER CONTROL DISTRICT, OR  
 SKYLINE VIEW DISTRICT IMPROVEMENT  
 COMPANY, OR  
 SLEEPY HOLLOW WATER DISTRICT, OR  
 SMITH DITCH DISTRICT IMPROVEMENT COMPANY,  
 OR  
 SOUTH CLACKAMAS TRANSPORTATION DISTRICT,  
 OR  
 SOUTH COUNTY HEALTH DISTRICT, OR  
 SOUTH FORK WATER BOARD, OR  
 SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR  
 SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR  
 SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR  
 SOUTH LAFOURCHE LEVEE DISTRICT, LA  
 SOUTH LANE COUNTY FIRE & RESCUE, OR  
 SOUTH SANTIAM RIVER WATER CONTROL  
 DISTRICT, OR  
 SOUTH SHERMAN FIRE DISTRICT, OR  
 SOUTH SUBURBAN SANITARY DISTRICT, OR  
 SOUTH WASCO PARK & RECREATION DISTRICT, OR  
 SOUTHERN COOS HEALTH DISTRICT, OR  
 SOUTHERN CURRY CEMETERY MAINTENANCE  
 DISTRICT, OR  
 SOUTHVIEW IMPROVEMENT DISTRICT, OR  
 SOUTHWEST LINCOLN COUNTY WATER DISTRICT,  
 OR  
 SOUTHWESTERN POLK COUNTY R.F.P.D., OR  
 SOUTHWOOD PARK WATER DISTRICT, OR  
 SPECIAL ROAD DISTRICT #1, OR  
 SPECIAL ROAD DISTRICT #8, OR  
 SPRING RIVER SPECIAL ROAD DISTRICT, OR  
 SPRINGFIELD UTILITY BOARD, OR  
 ST. PAUL R.F.P.D., OR  
 STANFIELD CEMETERY DISTRICT #6, OR  
 STANFIELD IRRIGATION DISTRICT, OR  
 STARR CREEK ROAD DISTRICT, OR  
 STARWOOD SANITARY DISTRICT, OR  
 STAYTON FIRE DISTRICT, OR  
 SUBLIMITY FIRE DISTRICT, OR  
 SUBURBAN EAST SALEM WATER DISTRICT, OR  
 SUBURBAN LIGHTING DISTRICT, OR  
 SUCCOR CREEK DISTRICT IMPROVEMENT  
 COMPANY, OR  
 SUMMER LAKE IRRIGATION DISTRICT, OR  
 SUMMERVILLE CEMETERY MAINTENANCE  
 DISTRICT, OR  
 SUMNER R.F.P.D., OR  
 SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR  
 SUNDOWN SANITATION DISTRICT, OR  
 SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR  
 SUNNYSIDE IRRIGATION DISTRICT, OR  
 SUNRISE WATER AUTHORITY, OR  
 SUNRIVER SERVICE DISTRICT, OR  
 SUNSET EMPIRE PARK & RECREATION DISTRICT,  
 OR  
 SUNSET EMPIRE TRANSPORTATION DISTRICT, OR  
 SURFLAND ROAD DISTRICT, OR  
 SUTHERLIN VALLEY RECREATION DISTRICT, OR  
 SUTHERLIN WATER CONTROL DISTRICT, OR  
 SWALLEY IRRIGATION DISTRICT, OR  
 SWEET HOME CEMETERY MAINTENANCE DISTRICT,  
 OR  
 SWEET HOME FIRE & AMBULANCE DISTRICT, OR  
 SWISSHOME-DEADWOOD R.F.P.D., OR

TABLE ROCK DISTRICT IMPROVEMENT COMPANY,  
OR  
TALENT IRRIGATION DISTRICT, OR  
TANGENT R.F.P.D., OR  
TENMILE R.F.P.D., OR  
TERREBONNE DOMESTIC WATER DISTRICT, OR  
THE DALLES IRRIGATION DISTRICT, OR  
THOMAS CREEK-WESTSIDE R.F.P.D., OR  
THREE RIVERS RANCH ROAD DISTRICT, OR  
THREE SISTERS IRRIGATION DISTRICT, OR  
TIGARD TUALATIN AQUATIC DISTRICT, OR  
TIGARD WATER DISTRICT, OR  
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT,  
OR  
TILLAMOOK COUNTY EMERGENCY  
COMMUNICATIONS DISTRICT, OR  
TILLAMOOK COUNTY S.W.C.D., OR  
TILLAMOOK COUNTY TRANSPORTATION DISTRICT,  
OR  
TILLAMOOK FIRE DISTRICT, OR  
TILLAMOOK P.U.D., OR  
TILLER R.F.P.D., OR  
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY,  
OR  
TOLEDO R.F.P.D., OR  
TONE WATER DISTRICT, OR  
TOOLEY WATER DISTRICT, OR  
TRASK DRAINAGE DISTRICT, OR  
TRI CITY R.F.P.D. #4, OR  
TRI-CITY WATER & SANITARY AUTHORITY, OR  
TRI-COUNTY METROPOLITAN TRANSPORTATION  
DISTRICT OF OREGON  
TRIMET, OR  
TUALATIN HILLS PARK & RECREATION DISTRICT  
TUALATIN HILLS PARK & RECREATION DISTRICT,  
OR  
TUALATIN S.W.C.D., OR  
TUALATIN VALLEY FIRE & RESCUE  
TUALATIN VALLEY FIRE & RESCUE, OR  
TUALATIN VALLEY IRRIGATION DISTRICT, OR  
TUALATIN VALLEY WATER DISTRICT  
TUALATIN VALLEY WATER DISTRICT, OR  
TUMALO IRRIGATION DISTRICT, OR  
TURNER FIRE DISTRICT, OR  
TWIN ROCKS SANITARY DISTRICT, OR  
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR  
TWO RIVERS S.W.C.D., OR  
TWO RIVERS SPECIAL ROAD DISTRICT, OR  
TYGH VALLEY R.F.P.D., OR  
TYGH VALLEY WATER DISTRICT, OR  
UMATILLA COUNTY FIRE DISTRICT #1, OR  
UMATILLA COUNTY S.W.C.D., OR  
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT,  
OR  
UMATILLA HOSPITAL DISTRICT, OR  
UMATILLA R.F.P.D. #7-405, OR  
UMATILLA-MORROW RADIO AND DATA DISTRICT,  
OR  
UMPQUA S.W.C.D., OR  
UNION CEMETERY MAINTENANCE DISTRICT, OR  
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT,  
OR  
UNION COUNTY VECTOR CONTROL DISTRICT, OR  
UNION GAP SANITARY DISTRICT, OR  
UNION GAP WATER DISTRICT, OR  
UNION HEALTH DISTRICT, OR  
UNION R.F.P.D., OR

UNION S.W.C.D., OR  
UNITY COMMUNITY PARK & RECREATION  
DISTRICT, OR  
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR  
UPPER MCKENZIE R.F.P.D., OR  
UPPER WILLAMETTE S.W.C.D., OR  
VALE OREGON IRRIGATION DISTRICT, OR  
VALE RURAL FIRE PROTECTION DISTRICT, OR  
VALLEY ACRES SPECIAL ROAD DISTRICT, OR  
VALLEY VIEW CEMETERY MAINTENANCE  
DISTRICT, OR  
VALLEY VIEW WATER DISTRICT, OR  
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR  
VERNONIA R.F.P.D., OR  
VINEYARD MOUNTAIN PARK & RECREATION  
DISTRICT, OR  
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT,  
OR  
WALLA WALLA RIVER IRRIGATION DISTRICT, OR  
WALLOWA COUNTY HEALTH CARE DISTRICT, OR  
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR  
WALLOWA LAKE IRRIGATION DISTRICT, OR  
WALLOWA LAKE R.F.P.D., OR  
WALLOWA S.W.C.D., OR  
WALLOWA VALLEY IMPROVEMENT DISTRICT #1,  
OR  
WAMIC R.F.P.D., OR  
WAMIC WATER & SANITARY AUTHORITY, OR  
WARMSPRINGS IRRIGATION DISTRICT, OR  
WASCO COUNTY S.W.C.D., OR  
WATER ENVIRONMENT SERVICES, OR  
WATER WONDERLAND IMPROVEMENT DISTRICT,  
OR  
WATERBURY & ALLEN DITCH IMPROVEMENT  
DISTRICT, OR  
WATSECO-BARVIEW WATER DISTRICT, OR  
WAUNA WATER DISTRICT, OR  
WEDDERBURN SANITARY DISTRICT, OR  
WEST EAGLE VALLEY WATER CONTROL DISTRICT,  
OR  
WEST EXTENSION IRRIGATION DISTRICT, OR  
WEST LABISH DRAINAGE & WATER CONTROL  
IMPROVEMENT DISTRICT, OR  
WEST MULTNOMAH S.W.C.D., OR  
WEST SIDE R.F.P.D., OR  
WEST SLOPE WATER DISTRICT, OR  
WEST UMATILLA MOSQUITO CONTROL DISTRICT,  
OR  
WEST VALLEY FIRE DISTRICT, OR  
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR  
WESTERN LANE AMBULANCE DISTRICT, OR  
WESTLAND IRRIGATION DISTRICT, OR  
WESTON ATHENA MEMORIAL HALL PARK &  
RECREATION DISTRICT, OR  
WESTON CEMETERY DISTRICT #2, OR  
WESTPORT FIRE AND RESCUE, OR  
WESTRIDGE WATER SUPPLY CORPORATION, OR  
WESTWOOD HILLS ROAD DISTRICT, OR  
WESTWOOD VILLAGE ROAD DISTRICT, OR  
WHEELER S.W.C.D., OR  
WHITE RIVER HEALTH DISTRICT, OR  
WIARD MEMORIAL PARK DISTRICT, OR  
WICKIUP WATER DISTRICT, OR  
WILLAKENZIE R.F.P.D., OR  
WILLAMALANE PARK & RECREATION DISTRICT, OR  
WILLAMALANE PARK AND RECREATION DISTRICT  
WILLAMETTE HUMANE SOCIETY

WILLAMETTE RIVER WATER COALITION, OR  
 WILLIAMS R.F.P.D., OR  
 WILLOW CREEK PARK DISTRICT, OR  
 WILLOW DALE WATER DISTRICT, OR  
 WILSON RIVER WATER DISTRICT, OR  
 WINCHESTER BAY R.F.P.D., OR  
 WINCHESTER BAY SANITARY DISTRICT, OR  
 WINCHUCK R.F.P.D., OR  
 WINSTON-DILLARD R.F.P.D., OR  
 WINSTON-DILLARD WATER DISTRICT, OR  
 WOLF CREEK R.F.P.D., OR  
 WOOD RIVER DISTRICT IMPROVEMENT COMPANY,  
 OR  
 WOODBURN R.F.P.D. NO. 6, OR  
 WOODLAND PARK SPECIAL ROAD DISTRICT, OR  
 WOODS ROAD DISTRICT, OR  
 WRIGHT CREEK ROAD WATER IMPROVEMENT  
 DISTRICT, OR  
 WY'EAST FIRE DISTRICT, OR  
 YACHATS R.F.P.D., OR  
 YAMHILL COUNTY TRANSIT AREA, OR  
 YAMHILL FIRE PROTECTION DISTRICT, OR  
 YAMHILL SWCD, OR  
 YONCALLA PARK & RECREATION DISTRICT, OR  
 YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT,  
 OR  
 ZUMWALT R.F.P.D., OR

**K-12 INCLUDING BUT NOT LIMITED TO:**

ACADIA PARISH SCHOOL BOARD  
 BEAVERTON SCHOOL DISTRICT  
 BEND-LA PINE SCHOOL DISTRICT  
 BOGALUSA HIGH SCHOOL, LA  
 BOSSIER PARISH SCHOOL BOARD  
 BROOKING HARBOR SCHOOL DISTRICT  
 CADDO PARISH SCHOOL DISTRICT  
 CALCASIEU PARISH SCHOOL DISTRICT  
 CANBY SCHOOL DISTRICT  
 CANYONVILLE CHRISTIAN ACADEMY  
 CASCADE SCHOOL DISTRICT  
 CASCADES ACADEMY OF CENTRAL OREGON  
 CENTENNIAL SCHOOL DISTRICT  
 CENTRAL CATHOLIC HIGH SCHOOL  
 CENTRAL POINT SCHOOL DISTRICT NO.6  
 CENTRAL SCHOOL DISTRICT 13J  
 COOS BAY SCHOOL DISTRICT NO.9  
 CORVALLIS SCHOOL DISTRICT 509J  
 COUNTY OF YAMHILL SCHOOL DISTRICT 29  
 CULVER SCHOOL DISTRICT  
 DALLAS SCHOOL DISTRICT NO.2  
 DAVID DOUGLAS SCHOOL DISTRICT  
 DAYTON SCHOOL DISTRICT NO.8  
 DE LA SALLE N CATHOLIC HS  
 DESCHUTES COUNTY SCHOOL DISTRICT NO.6  
 DOUGLAS EDUCATIONAL DISTRICT SERVICE  
 DUFUR SCHOOL DISTRICT NO.29  
 EAST BATON ROUGE PARISH SCHOOL DISTRICT  
 ESTACADA SCHOOL DISTRICT NO.10B  
 FOREST GROVE SCHOOL DISTRICT  
 GEORGE MIDDLE SCHOOL  
 GLADSTONE SCHOOL DISTRICT  
 GRANTS PASS SCHOOL DISTRICT 7  
 GREATER ALBANY PUBLIC SCHOOL DISTRICT  
 GRESHAM BARLOW JOINT SCHOOL DISTRICT  
 HEAD START OF LANE COUNTY  
 HIGH DESERT EDUCATION SERVICE DISTRICT  
 HILLSBORO SCHOOL DISTRICT

HOOD RIVER COUNTY SCHOOL DISTRICT  
 JACKSON CO SCHOOL DIST NO.9  
 JEFFERSON COUNTY SCHOOL DISTRICT 509-J  
 JEFFERSON PARISH SCHOOL DISTRICT  
 JEFFERSON SCHOOL DISTRICT  
 JUNCTION CITY SCHOOLS, OR  
 KLAMATH COUNTY SCHOOL DISTRICT  
 KLAMATH FALLS CITY SCHOOLS  
 LAFAYETTE PARISH SCHOOL DISTRICT  
 LAKE OSWEGO SCHOOL DISTRICT 7J  
 LANE COUNTY SCHOOL DISTRICT 4J  
 LINCOLN COUNTY SCHOOL DISTRICT  
 LINN CO. SCHOOL DIST. 95C  
 LIVINGSTON PARISH SCHOOL DISTRICT  
 LOST RIVER JR/SR HIGH SCHOOL  
 LOWELL SCHOOL DISTRICT NO.71  
 SALEM-KEIZER PUBLIC SCHOOLS 24J  
 MARION COUNTY SCHOOL DISTRICT 103  
 MARIST HIGH SCHOOL, OR  
 MCMINNVILLE SCHOOL DISTRICT NOAO  
 MEDFORD SCHOOL DISTRICT 549C  
 MITCH CHARTER SCHOOL  
 MONROE SCHOOL DISTRICT NO.1J  
 MORROW COUNTY SCHOOL DIST, OR  
 MULTNOMAH EDUCATION SERVICE DISTRICT  
 MULTISENSORY LEARNING ACADEMY  
 MYRTLE PINT SCHOOL DISTRICT 41  
 NEAH-KAH-NIE DISTRICT NO.56  
 NEWBERG PUBLIC SCHOOLS  
 NESTUCCA VALLEY SCHOOL DISTRICT NO.101  
 NOBEL LEARNING COMMUNITIES  
 NORTH BEND SCHOOL DISTRICT 13  
 NORTH CLACKAMAS SCHOOL DISTRICT  
 NORTH DOUGLAS SCHOOL DISTRICT  
 NORTH WASCO CITY SCHOOL DISTRICT 21  
 NORTHWEST REGIONAL EDUCATION SERVICE  
 DISTRICT  
 ONTARIO MIDDLE SCHOOL  
 OREGON TRAIL SCHOOL DISTRICT NOA6  
 ORLEANS PARISH SCHOOL DISTRICT  
 PHOENIX-TALENT SCHOOL DISTRICT NOA  
 PLEASANT HILL SCHOOL DISTRICT  
 PORTLAND JEWISH ACADEMY  
 PORTLAND PUBLIC SCHOOLS  
 RAPIDES PARISH SCHOOL DISTRICT  
 REDMOND SCHOOL DISTRICT  
 REYNOLDS SCHOOL DISTRICT  
 ROGUE RIVER SCHOOL DISTRICT  
 ROSEBURG PUBLIC SCHOOLS  
 SCAPPOOSE SCHOOL DISTRICT 1J  
 SAINT TAMMANY PARISH SCHOOL BOARD, LA  
 SEASIDE SCHOOL DISTRICT 10  
 SHERWOOD SCHOOL DISTRICT 88J  
 SILVER FALLS SCHOOL DISTRICT 4J  
 SOUTH LANE SCHOOL DISTRICT 45J3  
 SOUTHERN OREGON EDUCATION SERVICE  
 DISTRICT  
 SPRINGFIELD PUBLIC SCHOOLS  
 SUTHERLIN SCHOOL DISTRICT  
 SWEET HOME SCHOOL DISTRICT NO.55  
 TERREBONNE PARISH SCHOOL DISTRICT  
 THE CATLIN GABEL SCHOOL  
 TIGARD-TUALATIN SCHOOL DISTRICT  
 UMATILLA MORROW ESD  
 WEST LINN WILSONVILLE SCHOOL DISTRICT  
 WILLAMETTE EDUCATION SERVICE DISTRICT  
 WOODBURN SCHOOL DISTRICT

YONCALLA SCHOOL DISTRICT  
 ACADEMY FOR MATH ENGINEERING & SCIENCE  
 (AMES), UT  
 ALIANZA ACADEMY, UT  
 ALPINE DISTRICT, UT  
 AMERICAN LEADERSHIP ACADEMY, UT  
 AMERICAN PREPARATORY ACADEMY, UT  
 BAER CANYON HIGH SCHOOL FOR SPORTS &  
 MEDICAL SCIENCES, UT  
 BEAR RIVER CHARTER SCHOOL, UT  
 BEAVER SCHOOL DISTRICT, UT  
 BEEHIVE SCIENCE & TECHNOLOGY ACADEMY  
 (BSTA) , UT  
 BOX ELDER SCHOOL DISTRICT, UT  
 CBA CENTER, UT  
 CACHE SCHOOL DISTRICT, UT  
 CANYON RIM ACADEMY, UT  
 CANYONS DISTRICT, UT  
 CARBON SCHOOL DISTRICT, UT  
 CHANNING HALL, UT  
 CHARTER SCHOOL LEWIS ACADEMY, UT  
 CITY ACADEMY, UT  
 DAGGETT SCHOOL DISTRICT, UT  
 DAVINCI ACADEMY, UT  
 DAVIS DISTRICT, UT  
 DUAL IMMERSION ACADEMY, UT  
 DUCHESNE SCHOOL DISTRICT, UT  
 EARLY LIGHT ACADEMY AT DAYBREAK, UT  
 EAST HOLLYWOOD HIGH, UT  
 EDITH BOWEN LABORATORY SCHOOL, UT  
 EMERSON ALCOTT ACADEMY, UT  
 EMERY SCHOOL DISTRICT, UT  
 ENTHEOS ACADEMY, UT  
 EXCELSIOR ACADEMY, UT  
 FAST FORWARD HIGH, UT  
 FREEDOM ACADEMY, UT  
 GARFIELD SCHOOL DISTRICT, UT  
 GATEWAY PREPARATORY ACADEMY, UT  
 GEORGE WASHINGTON ACADEMY, UT  
 GOOD FOUNDATION ACADEMY, UT  
 GRAND SCHOOL DISTRICT, UT  
 GRANITE DISTRICT, UT  
 GUADALUPE SCHOOL, UT  
 HAWTHORN ACADEMY, UT  
 INTECH COLLEGIATE HIGH SCHOOL, UT  
 IRON SCHOOL DISTRICT, UT  
 ITINERIS EARLY COLLEGE HIGH, UT  
 JOHN HANCOCK CHARTER SCHOOL, UT  
 JORDAN DISTRICT, UT  
 JUAB SCHOOL DISTRICT, UT  
 KANE SCHOOL DISTRICT, UT  
 KARL G MAESER PREPARATORY ACADEMY, UT  
 LAKEVIEW ACADEMY, UT  
 LEGACY PREPARATORY ACADEMY, UT  
 LIBERTY ACADEMY, UT  
 LINCOLN ACADEMY, UT  
 LOGAN SCHOOL DISTRICT, UT  
 MARIA MONTESSORI ACADEMY, UT  
 MERIT COLLEGE PREPARATORY ACADEMY, UT  
 MILLARD SCHOOL DISTRICT, UT  
 MOAB CHARTER SCHOOL, UT  
 MONTICELLO ACADEMY, UT  
 MORGAN SCHOOL DISTRICT, UT  
 MOUNTAINVILLE ACADEMY, UT  
 MURRAY SCHOOL DISTRICT, UT  
 NAVIGATOR POINTE ACADEMY, UT  
 NEBO SCHOOL DISTRICT, UT

NO UT ACAD FOR MATH ENGINEERING & SCIENCE  
 (NUAMES), UT  
 NOAH WEBSTER ACADEMY, UT  
 NORTH DAVIS PREPARATORY ACADEMY, UT  
 NORTH SANPETE SCHOOL DISTRICT, UT  
 NORTH STAR ACADEMY, UT  
 NORTH SUMMIT SCHOOL DISTRICT, UT  
 ODYSSEY CHARTER SCHOOL, UT  
 OGDEN PREPARATORY ACADEMY, UT  
 OGDEN SCHOOL DISTRICT, UT  
 OPEN CLASSROOM, UT  
 OPEN HIGH SCHOOL OF UTAH, UT  
 OQUIRRH MOUNTAIN CHARTER SCHOOL, UT  
 PARADIGM HIGH SCHOOL, UT  
 PARK CITY SCHOOL DISTRICT, UT  
 PINNACLE CANYON ACADEMY, UT  
 PIUTE SCHOOL DISTRICT, UT  
 PROVIDENCE HALL, UT  
 PROVO SCHOOL DISTRICT, UT  
 QUAIL RUN PRIMARY SCHOOL, UT  
 QUEST ACADEMY, UT  
 RANCHES ACADEMY, UT  
 REAGAN ACADEMY, UT  
 RENAISSANCE ACADEMY, UT  
 RICH SCHOOL DISTRICT, UT  
 ROCKWELL CHARTER HIGH SCHOOL, UT  
 SALT LAKE ARTS ACADEMY, UT  
 SALT LAKE CENTER FOR SCIENCE EDUCATION, UT  
 SALT LAKE SCHOOL DISTRICT, UT  
 SALT LAKE SCHOOL FOR THE PERFORMING ARTS,  
 UT  
 SAN JUAN SCHOOL DISTRICT, UT  
 SEVIER SCHOOL DISTRICT, UT  
 SOLDIER HOLLOW CHARTER SCHOOL, UT  
 SOUTH SANPETE SCHOOL DISTRICT, UT  
 SOUTH SUMMIT SCHOOL DISTRICT, UT  
 SPECTRUM ACADEMY, UT  
 SUCCESS ACADEMY, UT  
 SUCCESS SCHOOL, UT  
 SUMMIT ACADEMY, UT  
 SUMMIT ACADEMY HIGH SCHOOL, UT  
 SYRACUSE ARTS ACADEMY, UT  
 THOMAS EDISON - NORTH, UT  
 TIMPANOGOS ACADEMY, UT  
 TINTIC SCHOOL DISTRICT, UT  
 TOOEELE SCHOOL DISTRICT, UT  
 TUACAHN HIGH SCHOOL FOR THE PERFORMING  
 ARTS, UT  
 UINTAH RIVER HIGH, UT  
 UINTAH SCHOOL DISTRICT, UT  
 UTAH CONNECTIONS ACADEMY, UT  
 UTAH COUNTY ACADEMY OF SCIENCE, UT  
 UTAH ELECTRONIC HIGH SCHOOL, UT  
 UTAH SCHOOLS FOR DEAF & BLIND, UT  
 UTAH STATE OFFICE OF EDUCATION, UT  
 UTAH VIRTUAL ACADEMY, UT  
 VENTURE ACADEMY, UT  
 VISTA AT ENTRADA SCHOOL OF PERFORMING  
 ARTS AND TECHNOLOGY, UT  
 WALDEN SCHOOL OF LIBERAL ARTS, UT  
 WASATCH PEAK ACADEMY, UT  
 WASATCH SCHOOL DISTRICT, UT  
 WASHINGTON SCHOOL DISTRICT, UT  
 WAYNE SCHOOL DISTRICT, UT  
 WEBER SCHOOL DISTRICT, UT  
 WEILENMANN SCHOOL OF DISCOVERY, UT

**HIGHER EDUCATION**

ARGOSY UNIVERSITY  
BATON ROUGE COMMUNITY COLLEGE, LA  
BIRTHINGWAY COLLEGE OF MIDWIFERY  
BLUE MOUNTAIN COMMUNITY COLLEGE  
BRIGHAM YOUNG UNIVERSITY - HAWAII  
CENTRAL OREGON COMMUNITY COLLEGE  
CENTENARY COLLEGE OF LOUISIANA  
CHEMEKETA COMMUNITY COLLEGE  
CLACKAMAS COMMUNITY COLLEGE  
COLLEGE OF THE MARSHALL ISLANDS  
COLUMBIA GORGE COMMUNITY COLLEGE  
CONCORDIA UNIVERSITY  
GEORGE FOX UNIVERSITY  
KLAMATH COMMUNITY COLLEGE DISTRICT  
LANE COMMUNITY COLLEGE  
LEWIS AND CLARK COLLEGE  
LINFIELD COLLEGE  
LINN-BENTON COMMUNITY COLLEGE  
LOUISIANA COLLEGE, LA  
LOUISIANA STATE UNIVERSITY  
LOUISIANA STATE UNIVERSITY HEALTH SERVICES  
MARYLHURST UNIVERSITY  
MT. HOOD COMMUNITY COLLEGE  
MULTNOMAH BIBLE COLLEGE  
NATIONAL COLLEGE OF NATURAL MEDICINE  
NORTHWEST CHRISTIAN COLLEGE  
OREGON HEALTH AND SCIENCE UNIVERSITY  
OREGON INSTITUTE OF TECHNOLOGY  
OREGON STATE UNIVERSITY  
OREGON UNIVERSITY SYSTEM  
PACIFIC UNIVERSITY  
PIONEER PACIFIC COLLEGE  
PORTLAND COMMUNITY COLLEGE  
PORTLAND STATE UNIVERSITY  
REED COLLEGE  
RESEARCH CORPORATION OF THE UNIVERSITY OF  
HAWAII  
ROGUE COMMUNITY COLLEGE  
SOUTHEASTERN LOUISIANA UNIVERSITY  
SOUTHERN OREGON UNIVERSITY (OREGON  
UNIVERSITY SYSTEM)  
SOUTHWESTERN OREGON COMMUNITY COLLEGE  
TULANE UNIVERSITY  
TILLAMOOK BAY COMMUNITY COLLEGE  
UMPQUA COMMUNITY COLLEGE  
UNIVERSITY OF HAWAII BOARD OF REGENTS  
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY  
COLLEGE  
UNIVERSITY OF OREGON-GRADUATE SCHOOL  
UNIVERSITY OF PORTLAND  
UNIVERSITY OF NEW ORLEANS  
WESTERN OREGON UNIVERSITY  
WESTERN STATES CHIROPRACTIC COLLEGE  
WILLAMETTE UNIVERSITY  
XAVIER UNIVERSITY  
UTAH SYSTEM OF HIGHER EDUCATION, UT  
UNIVERSITY OF UTAH, UT  
UTAH STATE UNIVERSITY, UT  
WEBER STATE UNIVERSITY, UT  
SOUTHERN UTAH UNIVERSITY, UT  
SNOW COLLEGE, UT  
DIXIE STATE COLLEGE, UT  
COLLEGE OF EASTERN UTAH, UT  
UTAH VALLEY UNIVERSITY, UT  
SALT LAKE COMMUNITY COLLEGE, UT  
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

Version July 27, 2021

**STATE AGENCIES**

ADMIN. SERVICES OFFICE  
BOARD OF MEDICAL EXAMINERS  
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY  
HAWAII DEPARTMENT OF TRANSPORTATION  
HAWAII HEALTH SYSTEMS CORPORATION  
OFFICE OF MEDICAL ASSISTANCE PROGRAMS  
OFFICE OF THE STATE TREASURER  
OREGON BOARD OF ARCHITECTS  
OREGON CHILD DEVELOPMENT COALITION  
OREGON DEPARTMENT OF EDUCATION  
OREGON DEPARTMENT OF FORESTRY  
OREGON DEPT OF TRANSPORTATION  
OREGON DEPT. OF EDUCATION  
OREGON LOTTERY  
OREGON OFFICE OF ENERGY  
OREGON STATE BOARD OF NURSING  
OREGON STATE DEPT OF CORRECTIONS  
OREGON STATE POLICE  
OREGON TOURISM COMMISSION  
OREGON TRAVEL INFORMATION COUNCIL  
SANTIAM CANYON COMMUNICATION CENTER  
SEIU LOCAL 503, OPEU  
SOH- JUDICIARY CONTRACTS AND PURCH  
STATE DEPARTMENT OF DEFENSE, STATE OF  
HAWAII  
STATE OF HAWAII  
STATE OF HAWAII, DEPT. OF EDUCATION  
STATE OF LOUISIANA  
STATE OF LOUISIANA DEPT. OF EDUCATION  
STATE OF LOUISIANA, 26<sup>TH</sup> JUDICIAL DISTRICT  
ATTORNEY  
STATE OF UTAH



## TAB 4 - QUALIFICATIONS AND REFERENCES

Provide a brief history of the Offeror, including year it was established and corporate office location.

SAK Construction, LLC (SAK) is a full-service general contractor, construction management firm and construction material producer. SAK specializes in complex underground infrastructure projects including wastewater, stormwater and combined sewer pipeline rehabilitation, and new tunnel construction of large diameter conveyance pipelines and storage tunnels.

### Company Headquarters

Our approximately 130,000 square-foot Headquarters and Central Region offices, product manufacturing, equipment fabrication and CIPP wet-out facility are located near St. Louis, Missouri, approximately 20 miles west on I-70 from Lambert St. Louis Airport. The address and contact information is:

SAK Construction, LLC  
864 Hoff Road  
O'Fallon, MO 63366

636.385.1000 Telephone  
636.385.1100 Fax

### Capabilities

- Cured-In-Place Pipe Lining (gravity) – 6" to 108" diameter
- Cured-In-Place Pipe Lining (pressure, including water) – 6" to 48" diameter
- Large Diameter Tunneling – Utilizing TBMs up 24-foot & Hand Mining up to 32-foot arch
- Large Diameter Sliplining – 36" diameter pipe and above
- PE Pipe Sliplining – less than 36" diameter pipe
- Large Diameter Geopolymer Pipe Lining
- SPR Spiral Wound PVC & PE Pipe Lining
- Shotcrete Lining
- Shaft Excavation
- Sewer Bypass, Sewer Cleaning & CCTV Inspection & Structure Rehabilitation
- Cured-In-Place Pipe (CIPP) Tube Manufacturing

### Trenchless Experience

The key management staff of SAK has extensive experience working on and managing hundreds of projects in the pipeline rehabilitation and tunneling industries. Since its inception in 2006, SAK's revenue growth has been exceptional and in 2020 exceeded \$265M. SAK now employs over 500 people working nationwide.

SAK's culture, ethics and approach have enabled us to build a reputation with our clients as a preferred construction partner who delivers projects on-time and on-budget. We have repeatedly demonstrated our experience collaborating with clients, key stakeholders, and property owners during the execution of projects and working as good corporate citizens within the communities we serve by hiring locally and ensuring meaningful opportunities for minority and women owned businesses to participate on our projects as suppliers and construction partners.

As one of the leading trenchless pipe rehabilitation contractors in the United States, SAK has the most diverse experience installing a breadth of trenchless technologies. As a company SAK has installed more than 14,000,000 linear feet of CIPP rehabilitating water, sewer, and stormwater pipelines. Additionally, SAK has rehabilitated pipelines utilizing technologies such as geopolymer lining, polyethylene pipe sliplining, large diameter sliplining with concrete and FRP pipe, spiral wound PVC lining, and shotcrete. When a client is seeking a construction partner, SAK is usually the choice because we work with them to find the correct product solution for their application from our diverse portfolio of installed solutions.

Completed tunnel projects excavated by TBMs (tunnel boring machines) include soft ground tunnels and hard rock tunnels ranging from 5' to 35' in diameter. In addition, SAK personnel have successfully completed many pipe jacking tunnel projects ranging from 48" to 120" diameter pipes, as well as small diameter micro-tunneling and SEM tunnel methods as large as 26' arch shaped. SAK management and personnel are well versed in soft ground and hard rock TBMs of all types. The combined management staff has installed over 1,000,000 linear feet of small and large diameter tunnels.

Throughout many of their working years, the SAK management staff was employed by Affholder, Inc., a prominent St.

Louis based, but nationwide, tunnel and pipeline rehabilitation contractor. The SAK management staff helped to grow Affholder from a \$12M a year contractor in 1980 to a \$120M a year contractor by 2005. Jerry Shaw was named Vice President of Affholder in 1987 and resigned in 2005. He is now the President of SAK Construction, LLC. Boyd Hirtz resigned from Affholder in 2006 and is now the President of SAK's Tunneling Division, overseeing all North American tunneling operations. Over the course of the past fifteen years, SAK has hired many of the ex-Affholder tunnel employees and other employees from well-established underground contractors from the US and other countries, including chief estimators, engineers, project managers, safety managers, superintendents, foreman, and TBM operators.

#### Describe the Offeror's reputation in the marketplace.

SAK's reputation is very strong, proud and well known throughout the industry as one of the most trusted organizations with one of the broadest product and service offerings of trenchless solutions, and with the most experienced and well-respected people in the construction industry. As mentioned earlier in this submittal, Underground Construction Technology Association has recognized both our President, Jerry Shaw (in 2014), and our Vice Chairman, Bob Affholder (in 2000), as recipients of the prestigious Most Valuable Professional Award. Bob Affholder was also named Trenchless Technology magazine's 1996 Person-of-the-Year; and in July 2021 at the Underground Construction Technology Conference in Nashville, TN, Bob was honored as one of the first Pioneers of CIPP technology, an honor shared not only with his co-workers at SAK, but with hundreds of people from our competitor companies in attendance because of their respect for Bob and what we've built at SAK.

#### Describe Offeror's reputation of products and services in the marketplace.

SAK Construction is viewed as a leader in the pipe rehabilitation and tunneling industries, and one of the primary reasons we've been successful in incrementally growing not only our overall company revenue, but also growing our year over year OMNIA Partners revenue under our current contract, is that our Public Agency clients appreciate the work we do, how we conduct business with them, and want us to build multiple projects for them.

#### Describe the experience and qualification of key employees.

Jerry Shaw, President (43 years' experience in the trenchless pipeline and tunneling industry)

Boyd Hirtz, President – Tunneling Division (38 years' experience in the trenchless pipeline industry)

Joe Feuerborn, VP & GM Rehab Division (25 years' experience in the trenchless pipeline industry)

Steve Hirtz, VP Operations (42 years' experience in the trenchless pipeline industry)

Charlie Kuhnmuensch VP Business Development (24 years' experience in the trenchless pipeline industry)

#### Describe Offeror's experience working with the government sector.

97% of our annual revenue is from building projects for government sector clients. Whether they are water and sewer agencies, city agencies, state agencies, departments of transportation, drainage districts, military installations, or river authorities, the Public Agencies who are our clients and the backbone of our business, are in the government sector.

#### Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.

- SAK Construction, LLC vs. City of Ottawa, Kansas (2009)
  - Litigation regarding Differing Site Condition claim by SAK
  - Settlement reached prior to trial
    - Settlement Confidential
- SAK Construction of CA LP (SAK subsidiary) vs. PSC Industrial Outsourcing (2011)
  - Litigation regarding PSC breach of contract
  - Settlement reached prior to trial
    - Settlement Confidential

- SAK Construction, LLC vs. City of Decatur and Bainbridge, Gee, Milanski and Associates, Inc. (2014)
  - Litigation regarding City of Decatur and Bainbridge, Gee, Milanski and Associates, Inc. to recover costs and payments due in rehabilitating sewage pipes for the City.
  - Settlement reached prior to trial
    - Settlement Confidential

There are not past bankruptcy, reorganization, state investigation of the entity or current officers to report.

Provide a minimum of 5 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact person and email, city, state, years serviced, description of services and annual volume.

- Metropolitan St. Louis Sewer District, St. Louis, MO - 13 years  
Rich Unverferth, Director of Engineering, rluve@stlmsd.com  
SAK has installed CIPP for sewer pipe rehabilitation, geopolymer rehabilitation and shotcrete rehabilitation for large diameter sewers, and constructed multiple sewer conveyance and storage large diameter tunnels and structures. Annual volume currently is approximately \$40 million
- City of St. Petersburg, FL - 12 years  
Matt Wilson, Engineer II, matthew.wilson@stpete.org  
SAK has installed CIPP for sewer rehabilitation and has maintained an annual contract with the City for the last five years, under which the annual volume is between \$1.5 to \$2.0 million.
- City of St. Joseph, MO - 12 years  
Keven Schneider, Superintendent of Streets & Infrastructure, kschneider@stjoemo.org  
SAK has installed CIPP for sewer pipe rehabilitation and geopolymer rehabilitation for large diameter sewers. Annual volume is between \$750K and \$1 million.
- Village of Palm Springs, FL - 3 years  
Andy Klausner, Superintendent, aklausner@vpsfl.org  
SAK has installed CIPP for sewer pipe rehabilitation for the last three years. Annual volume \$250K.
- Citizens Energy Group, Indianapolis, IN - 5 years  
Roger Hanas, Manager System Renewal, rhanas@citizensenergygroup.com  
SAK has a Master Agreement under which we install CIPP, geopolymer, perform manhole rehabilitation, and do some shotcrete rehabilitation. Annual volume \$4.0 million.
- San Antonio Water System (SAWS), San Antonio, TX - 6 years  
Gail Hamrick-Pigg, Director - Engineering Pipelines, gail.hamrick-pigg@saws.org  
SAK has rehabilitated small, medium and large diameter sewers with CIPP and is currently constructing the W-6 Upper Segment Tunnel. Annual volume \$15 million.

Provide a copy of the NSF International certification to NSF/ANSI 61 document for Cured-In-Place Pipe (CIPP) Renewal of Potable Water Mains. Only products with certification by NSF to NSF/ANSI 61 and listed as certified on the NSF website, [www.nsf.org](http://www.nsf.org), shall be allowed and considered as Cured-In-Place Pipe (CIPP) Renewal of Potable Water Mains products.

Please see attached NSF International Certification.

Demonstrate Offeror's safety record and safety procedures, including procedures that over a Participating Public Agency's employees and members of the public

Please see the attached EMR Letter provided by SAK's Bonding Agent and SAK's Safety Record Form for information regarding safety record. As for SAK's safety procedures, please see the attached Table of Contents and SAK's Commitment to Safety from SAK's safety plan.

Provide any additional information relevant to this section.

No additional information relevant to this section.



September 30, 2021

RE: Cured-in-Place Pipelining (CIPP) projects by SAK Construction

To Whom it May Concern:

The Metropolitan St. Louis Sewer District (MSD) has worked extensively with SAK Construction on multiple pipe rehabilitation contracts since 2007. In that time, they have completed numerous CIPP projects of multiple sizes. SAK has demonstrated the ability to complete work on time and on budget. SAK performs their work both professionally and competently. SAK is also knowledgeable and competent in the planning and implementation of complex by-pass pumping operations and systems.

MSD's service area covers over 520 square miles and our system is comprised of approximately 9000 miles of sanitary, combined and stormwater sewers.

SAK Construction has been a pre-qualified contractor for MSD in both sewer rehabilitation and underground tunneling work since 2007.

If you should need further details or specific project information, please feel free to contact me at (314) 768-6285 or [rlunve@stlmsd.com](mailto:rlunve@stlmsd.com).

Sincerely,

A handwritten signature in black ink, appearing to read 'Richard L. Unverferth'.

Richard L. Unverferth, P.E.  
Director of Engineering



# PUBLIC WORKS WATER POLLUTION CONTROL

ADMINISTRATION

50 MARKET STREET, KANSAS CITY, KANSAS 66118

(913) 573-1300

July 23, 2020

SAK Construction  
Attn: Brent Adams  
864 Hoff Road  
O'Fallon, MO 63366

Re: Critical Pipe Rehabilitation beneath Interstate I-435

Brent,

I would like to formally thank SAK Construction for the successful rehabilitation of the critical 36" pipe that runs beneath Interstate I-435.

This pipe being approximately 1,800 liner feet long and 85' deep underneath Interstate I-435 brought risks and unique challenges. This pipe carried most of the sanitary sewer flows from the Western portion of our service area without any redundancy. To ensure maximum future sewer capacity, the Unified Government (UG) specified CIPP to rehabilitate the pipe. Also, the specifications required the CIPP liner to be continuous the entire 1800' length.

I'd like to thank the SAK's staff for working with our consultants to develop the proper CIPP design criteria and for bringing their extensive knowledge of on-site wet out installations to this project. I'd also like to acknowledge the hard work of the field staff that worked 24/7 Monday through Thursday to install the CIPP liner. Your team accepted and embraced the challenges of this pipe rehabilitation and successfully completed the project.

Again, Thank you for a successful completion of this challenging pipe rehabilitation.

Sincerely,

Joseph W. Barnes  
Water Pollution Control - Project Manager



<div>EXPERIENCE INFORMATION</div> <div>(To be completed by Offeror)</div>		Page 19 of 87
<div>1. Contractor:</div> <div>SAK Construction, LLC</div> <div>864 Hoff Road</div> <div>O'Fallon, MO 63366</div>	2. Contract/Task Order(TO)/Purchase Order (PO) Number:	
	3. Contract/TO/PO Dollar Value:	
	4. Contract/TO/PO Status:	
	<div><div>Active</div><div>Complete</div><div>Prime</div><div>Sub-Contractor</div></div>	
<div>1. Project Title:</div> <div>Client POC:</div> <div>Client Telephone:</div> <div>Client Email:</div> <div>Location (City and Province):</div>		
<div>2. Project Description:</div> <div>Features of work that the Offeror completed, including a statement of the total dollar value of this work:</div>		

### PAST PERFORMANCE QUESTIONNAIRE

**Note: The past performance questionnaire consists of a total of five (5) pages.**

#### CONTRACT INFORMATION (Offeror to complete Blocks 1-4)

##### 1. Contractor Information

Firm Name:

CAGE Code:

Address:

DUNs Number:

Phone Number:

Email Address:

Point of Contact:

Contact Phone Number:

##### 2. Work Performed as: (Explain)

Prime Contractor

Sub Contractor

Joint Venture

Other

Percent of project work performed:

If Sub-Contractor, who was the prime (Name/Phone #):

##### 3. Contract Information

Contract Number:

Delivery/Task Order Number (if applicable):

Contract Type:

Firm Fixed Price

Cost Reimbursement

Other (Please specify)

Contract Title:

Contract Location:

Award Date (mm/dd/yy):

Contract Completion Date (mm/dd/yy):

Actual Completion Date (mm/dd/yy):

Explain Differences:

Original Contract Price:

Final Contract Price *(to include all modifications, if applicable)*:

Explain Differences:

#### 4. Project Description:

Complexity of Work      High      Med      Routine

How is this project relevant to project of submission? *(Please provide details such as similar equipment, requirements, conditions, etc.)*

#### CLIENT INFORMATION (Client to complete Blocks 5-8)

##### 5. Client Information

Name:

Title:

Phone Number:

Email Address:

##### 6. Describe the client's role in the project:

##### 7. Date Questionnaire was completed (mm/dd/yy):

##### 8. Client's Signature:

NOTE: THE GOVERNMENT REQUESTS THAT THE CLIENT COMPLETES THIS QUESTIONNAIRE AND SUBMITS DIRECTLY BACK TO THE OFFEROR. THE OFFEROR WILL SUBMIT THE COMPLETED QUESTIONNAIRE TO USACE WITH THEIR PROPOSAL, AND MAY DUPLICATE THIS QUESTIONNAIRE FOR FUTURE SUBMISSION ON USACE SOLICITATIONS. CLIENTS ARE HIGHLY ENCOURAGED TO SUBMIT QUESTIONNAIRES DIRECTLY TO THE OFFEROR. THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ANY AND ALL INFORMATION ON THIS FORM.

*ADJECTIVE RATINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR  
EVALUATION OF THE CONTRACTOR'S PERFORMANCE*

<b>RATING</b>	<b>DEFINITION</b>	<b>NOTE</b>
<b>(E) Exceptional</b>	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor was highly effective.	An Exceptional rating is appropriate when the Contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
<b>(VG) Very Good</b>	Performance meets contractual requirements and exceeds some to the Government's/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the Contractor were effective.	A Very Good rating is appropriate when the Contractor successfully performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
<b>(S) Satisfactory</b>	Performance meets minimum contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory.	A Satisfactory rating is appropriate when there were only minor problems, or major problems that the Contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning ratings is that Contractors will not be assessed a rating lower than Satisfactory solely for not performing beyond the requirements of the contract.
<b>(M) Marginal</b>	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal is appropriate when a significant event occurred that the Contractor had trouble overcoming which impacted the Government/Owner.
<b>(U) Unsatisfactory</b>	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the Contractor's corrective actions appear or were ineffective.	An Unsatisfactory rating is appropriate when multiple significant events occurred that the Contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating.
<b>(N) Not Applicable</b>	No information or did not apply to your contract	Rating will be neither positive nor negative.

**TO BE COMPLETED BY CLIENT**

**PLEASE CIRCLE THE ADJECTIVE RATING WHICH BEST REFLECTS YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE.**

<b>1. QUALITY:</b>	
a) Quality of technical data/report preparation efforts	E <u>VG</u> S M U N
b) Ability to meet quality standards specified for technical performance	E <u>VG</u> S M U N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E <u>VG</u> S M U N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E <u>VG</u> S M U N
<b>2. SCHEDULE/TIMELINESS OF PERFORMANCE:</b>	
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. <i>(If liquidated damages were assessed or the schedule was not met, please address below)</i>	<u>E</u> VG S M U N
b) Rate the Contractor's use of available resources to accomplish tasks identified in the contract	<u>E</u> VG S M U N
<b>3. CUSTOMER SATISFACTION:</b>	
a) To what extent were the end users satisfied with the project?	<u>E</u> VG S M U N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	<u>E</u> VG S M U N
c) To what extent was the Contractor cooperative, businesslike, and concerned with the interests of the customer?	<u>E</u> VG S M U N
d) Overall customer satisfaction	<u>E</u> VG S M U N
<b>4. MANAGEMENT/PERSONNEL/LABOR</b>	
a) Effectiveness of on-site management, including management of Sub-Contractors, suppliers, materials, and/or labor force?	<u>E</u> VG S M U N
b) Ability to hire, apply, and retain a qualified workforce to this effort	E <u>VG</u> S M U N
c) Government Property Control	E VG S M U <u>N</u>
d) Knowledge/expertise demonstrated by Contractor personnel	<u>E</u> VG S M U N
e) Utilization of Small Business concerns	E VG S M U <u>N</u>
f) Ability to simultaneously manage multiple projects with multiple disciplines	E VG S M U <u>N</u>
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changes	E <u>VG</u> S M U N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E <u>VG</u> S M U N

<b>5. COST/FINANCIAL MANAGEMENT</b>	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	<input checked="" type="radio"/> E   VG   S   M   U   N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E   VG   S   M   U <input checked="" type="radio"/> N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E   VG   S   M   U <input checked="" type="radio"/> N
d) Is the Contractor's accounting system adequate for management and tracking of costs? <i>If no, please explain in Remarks section.</i>	<input checked="" type="radio"/> Yes   No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? <i>Indicate if show cause or cure notices were issued, or any default action in comment section below.</i>	Yes <input checked="" type="radio"/> No
f) Have there been any indications that the Contractor has had any financial problems? <i>If yes, please explain below.</i>	Yes <input checked="" type="radio"/> No
<b>6. SAFETY/SECURITY</b>	
a) To what extent was the Contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	<input checked="" type="radio"/> E   VG   S   M   U   No
b) Contractor complied with all security requirements for the project and personnel security requirements.	E <input checked="" type="radio"/> VG   S   M   U   N
<b>7. GENERAL</b>	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues).	E <input checked="" type="radio"/> VG   S   M   U   N
b) Compliance with contractual terms/provisions ( <i>explain if specific issues</i> )	<input checked="" type="radio"/> E   VG   S   M   U   N
c) Would you hire or work with this firm again? ( <i>If no, please explain below</i> )	<input checked="" type="radio"/> Yes   No
d) In summary, provide an overall rating for the work performed by this Contractor.	E <input checked="" type="radio"/> VG   S   M   U   N



Contractor performed extremely well and finished 9 months prior to the required contract completion date.

Managed project shutdowns due to high river levels and incremental funding effectively. This was key as

there were several shutdowns lasting for months at a time and laborers would often move to other projects.

Finding individuals willing to work in a live sewer for 10 hours a day was difficult at times, but on-site

management was able to remain productive and finish ahead of schedule. Contractor has a great safety

program and spent significant time providing training to new laborers and government inspectors alike. They

were very proactive with safety which resulted in zero lost time accidents for the project.

(End of Section)



# PUBLIC WORKS WATER POLLUTION CONTROL

ADMINISTRATION

50 MARKET STREET, KANSAS CITY, KANSAS 66118

(913) 573-1300

July 23, 2020

SAK Construction  
Attn: Brent Adams  
864 Hoff Road  
O'Fallon, MO 63366

Re: Critical Pipe Rehabilitation beneath Interstate I-435

Brent,

I would like to formally thank SAK Construction for the successful rehabilitation of the critical 36" pipe that runs beneath Interstate I-435.

This pipe being approximately 1,800 liner feet long and 85' deep underneath Interstate I-435 brought risks and unique challenges. This pipe carried most of the sanitary sewer flows from the Western portion of our service area without any redundancy. To ensure maximum future sewer capacity, the Unified Government (UG) specified CIPP to rehabilitate the pipe. Also, the specifications required the CIPP liner to be continuous the entire 1800' length.

I'd like to thank the SAK's staff for working with our consultants to develop the proper CIPP design criteria and for bringing their extensive knowledge of on-site wet out installations to this project. I'd also like to acknowledge the hard work of the field staff that worked 24/7 Monday through Thursday to install the CIPP liner. Your team accepted and embraced the challenges of this pipe rehabilitation and successfully completed the project.

Again, Thank you for a successful completion of this challenging pipe rehabilitation.

Sincerely,

Joseph W. Barnes  
Water Pollution Control - Project Manager

July 2, 2018

Re: Letter of Reference, SAK Construction, LLC

To whom it may concern,

SAK Construction, LLC has been contracted through Citizens Energy Group to provide Pipe Rehabilitation Services since February, 2017. They have performed very well for us, and shown a great deal of flexibility with regard to workload, as we tripled our program in 2017. SAK provided primarily pipe lining services, but also managed a number of subcontractors that provided bypass pumping services, manhole rehab, traffic control and restoration. All of their work has been done to our quality standards, and no project failed to meet our completion dates. SAK has been very easy to work with and they do a good job with public outreach.

Thank you,

A handwritten signature in black ink, appearing to read "Tim Shutt", with a long, sweeping horizontal line extending to the right.

Tim Shutt, Supervisor of Construction , Special Projects Group

## Wastewater

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February 27, 2017

Re: Reference Letter for SAK Construction, LLC.

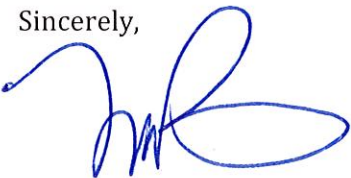
Dear Cary Shaw,

I've had the opportunity to work with SAK Construction since April 23<sup>rd</sup>, 2009 as Johnson County Wastewaters (JCW) project manager for gravity sewer line rehabilitation projects. Over the past 6-1/2 years SAK has completed 15 authorizations which ranged from rehabilitating pipes 8"-66" in size and packages from one line segment to 60,000 linear foot packages. The work packages JCW authorized to SAK primarily consisted of Cured in Place Pipe (CIPP) sewer rehabilitation, but they also completed slip lining, and manhole rehabilitation work packages. All the authorized work packages have been done in a professional manner and have been completed within the constraints of the contract documents.

SAK works very hard to not only ensure that JCW as the owner is happy, but they also consider the social impact and the residents that may be affected by the sewer rehabilitation. SAK's project manager communicates crew schedules on a weekly basis, accurate monthly pay estimates, and any changed conditions as they are identified. This open and timely communication keeps JCW projects on time and ensures the rehabilitation needs are met for the sanitary sewer collection system.

Please accept my professional reference of SAK Construction, LLC..

Sincerely,



Joseph W. Barnes  
Project Manager - Existing Infrastructure of Collection Systems

SUBCONTRACTOR PERFORMANCE ASSESSMENT REPORT					
FT. BLISS WATER SERVICES COMPANY					
1. Subcontractor Name and Address: SAK Construction, LLC 864 Hoff Road O'Fallon, MO 63366		3. Subcontract/Task Order Number: 18607			
		4. Subcontract/Task Order Value: \$1,174,004.96			
		5. Period of Performance Being Assessed: From: 10/3/15 To: 12/18/15			
2. Vendor Number: 53919		6. Report Type: Interim Rating Final Rating X			
7. Subcontractor POC: Brian Ackerman		Phone #: 636 385-1030	E-mail: <a href="mailto:backerman@sakon.com">backerman@sakon.com</a>		
8. Project Title: CIPP Phase II					
9. P/N:		10. RFA:		11. GWO: 212000556	
12. Subcontract Description: Rehabilitation of existing sanitary sewer through cured in place pipe method. The SOW involves cleaning, videotaping and lining approximately 24,000 LF of existing sanitary sewer.					
Evaluate the Following Areas	Previous Score	Weighting Assigned	Rating*	Weighted Score	Current Score
<b>13. Performance of Work</b>		<b>50</b>		100%	50%
a. Compliance with Labor, Environmental and Safety Standards. If LB and contract is => \$600K was 40% subcontracted to SB concerns?		30	100	60%	
b. Minimum disruption to building occupants and base outages properly handled		5	100	10%	
c. Property accountability/loss prevention		5	100	10%	
d. Quality of work (no re-work required)		10	100	20%	
<b>14. Cost Controls</b>		<b>20</b>		100%	20%
a. Services performed for negotiated price without adverse effect on performance		5	100	25%	
b. Reasonable and accurate proposal submitted when additional work was requested		10	100	50%	
c. Property accountability/loss prevention		5	100	25%	
<b>15. Subcontract Management</b>		<b>15</b>		100%	15%
a. Punchlist developed and completed within the required time frame		5	100	33%	
b. No financial difficulties regarding lower tier subcontractors, vendors, labor disputes strikes		5	100	33%	
c. Overall assessment of management effectiveness		5	100	33%	
<b>16. Timeliness and Accuracy of Performance and Reports</b>		<b>15</b>		100%	15%
a. Subcontractor timely in submitting schedules, reports, and billings		5	100	33%	
b. Subcontractor submitted accurate schedules, reports, and billings		5	100	33%	
c. Subcontractor completed work on time taking into account excusable delays		5	100	33%	
<b>Overall Subcontractor Performance Assessment Score</b>					100%

**\*Explanation for use of scoring sections 13-15 above .** Based on objective scores obtained from the inspections/samplings of the identified processes, enter the numeric scores into the green shaded area (Rating 0-100) corresponding to those processes. (Note, enter only the numeric portion of the score, no symbols. Example...if score is 95.5%, enter only 95.5)

17. Reviewer narrative assessment /comments:

Typed Name and Title of Reviewing Official:

Telephone Number:

Signature:

Date:

18. PTL/Engineer narrative assessment /comments:

SAK completed the proposed scope of work ahead of time of the aggressive schedule while still delivering great quality. SAK represented FBWSC well while dealing with residents affected by construction activities. SAK is highly recommended for future work

Typed Name and Title of Reviewing Official:

Telephone Number:

Ruben Contreras PTL

915 549 2176

Signature:

Date:

5/21/2015

19. Subcontracts Analyst/Administrator narrative assessment /comments:

Subcontractor was very responsive in meeting FBWSC administrative needs and requirements.

Typed Name and Title of Reviewing Official:

Telephone Number:

Pat Hernando, Subcontract Administrator

915-564-1332

Signature:

Date:

5/22/15

Manager of Subcontracts narrative assessment /comments:

The Subcontractor successfully fulfilled all contractual requirements.

Typed Name and Title of Reviewing Official:

Telephone Number:

Rebecca G. Beard, Manager of Subcontracts

910-495-1311

Signature:

Date:

5/26/15

20. Subcontractor narrative assessment /comments:

*For reports receiving a total score of 70% or below (Unsatisfactory) or any Safety finding, a 'Corrective and Preventive Action Report' must be included.*

Typed Name and Title of Reviewing Official:

Telephone Number:

Signature:

Date:

21. Utility Manager narrative assessment /comments:

Corrective and Preventive Action(s) are approved: ☐ Yes ☐ No

Typed Name and Title of Reviewing Official:

Telephone Number:

Signature:

Date:



## Supplier Performance Assessment Report

### Rating Scheme Explanation for 'Performance Level'

Our 'performance level' rating scheme for our Subcontractors reflects these high standards. The ratings are further defined below:

<b>Excellent</b> = 94% to 100%	Contractor initiative is evident by quality and efficiency of work performed. Areas in need of improvement are few and are minor.
<b>Very Good</b> = 86% to 93%	Performance is very effective, efficient and fully responsive to contract requirements. A few deficiencies with little or no adverse effect on overall performance; only minor deficiencies.
<b>Above Average</b> = 78% to 85%	Performance is effective and fully responsive to contract requirements. Few reportable deficiencies with little or no adverse effect on overall performance.
<b>Satisfactory</b> = 71% to 77%	Performance is equivalent to that expected of an average contractor. There are significant areas where performance is below average, but they are partially offset by areas of above average performance. Deficiencies exist with few or no offsetting areas of average or above average performance.
<b>Unsatisfactory</b> = below 71%	Performance does not meet acceptable standards in one or more areas. Remedial action is required in one or more areas; deficiencies exist in one or more areas, which adversely affect overall performance.

**Note:** To justify an **Unsatisfactory** rating, you should identify multiple significant events in each category that the subcontractor had trouble overcoming and state how it impacted the Government. However, a singular problem could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the subcontractor of the contractual deficiencies (e.g., Management, Quality, Safety, or Environmental Deficiency Reports, or letters).

#### PROCESS:

1. The Subcontract Analyst/Administrator completes (SA) the header information of the SPAR form and sends to the applicable Project Team Leader (PTL).
2. The PTL enters scoring and narrative comments and forwards to Engineer (if applicable).
3. Engineer enters narrative comments (if applicable) and returns the form to the SA.
4. The SA enters narrative comments and forwards the document to the Manager of Subcontracts (MOS).
5. The MOS enters narrative comments and returns form to the SA.
6. The SA forwards the SPAR form to the Subcontractor and notifies the Subcontractor that if the SPAR has a total score of 70% or below (Unsatisfactory) or any Safety finding, a 'Corrective and Preventive Action Report' must be included with the Subcontractor's response.
7. The Subcontractor enters narrative comments and attaches Corrective and Preventive Action Report (if necessary) and returns to SA.
8. The SPAR and any required attachments are provided to the Utility Manager for review and approval.
9. The Utility Manager (UM) reviews the SPAR and any attachments.
  - a. If a Corrective and Preventive Action Report is attached, the UM reviews and determines if the corrective and preventative actions are acceptable.
    - i. If yes, the UM signs the SPAR and returns the form to the SA.
    - ii. If the corrective and preventative actions are not acceptable the UM indicates such in the narrative comments and the SPAR form and attachment is returned to the Subcontractor for revision until it is accepted.
    - iii. During this time the subcontractor will not receive any new subcontracts until an acceptable corrective and preventative action report is accepted by the UM.
  - b. If there are no attachments, the UM reviews the SPAR, enters narrative comments, and returns the form to the SA.
10. The SA will:
  - a. File the SPAR with the subcontract documents
  - b. Inputs the score into C2G
  - c. Uploads to SharePoint to the subcontract file and to Supplier Performance Assessment in the Qualifications folder.

## Reference Inquiry Form – Baltimore County DPW

**This side is to be completed by the Reference.**

Please base your evaluation on the job indicated and the work classifications checked on the front of this form. Please note that a follow up call will be placed upon receipt of this reference. Please provide your phone extension if applicable.

**Both pages are to be returned to Baltimore County directly to Kathy McHenry via email [kmchenry@baltimorecountymd.gov](mailto:kmchenry@baltimorecountymd.gov). The form cannot be returned to the contractor due to the confidential nature of the rating.**

### I. Experience & Quality of Work

A.	Experience of Personnel	(Max. 20 Points)	<u>20</u>
B.	Quality of Work	(Max. 20 Points)	<u>20</u>
C.	Ability to Perform	(Max. 20 Points)	<u>20</u>
D.	Timeliness	(Max. 20 Points)	<u>20</u>

II.	<b>Equipment</b> Effectiveness of Operation	(Max. 10 Points)	<u>10</u>
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III.	<b>General Performance</b> (Includes Subcontractors)	(Max. 10 Points)	<u>10</u>
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**Total Rating:** 100

**Note:** A perfect score on this evaluation is 100 points. Below 60 is unacceptable.

### IV. General Comments (Your comments are greatly appreciated)

SAK does great work. The project was delivered on time and at the stated price. There were no change orders or additional cost or attempts to add cost at the end of the project.

Based on my knowledge of the aforementioned firm, I have evaluated their performance in the work classifications(s) they have indicated and rated them in comparison with other contractors performing similar work. I have included in the General Comments section additional information regarding this firm, which may be of assistance in evaluating the quality of their work. It is my understanding that all of the above information supplied here shall be considered **STRICTLY CONFIDENTIAL**.

  
Signature  
Daniel L Woodcock  
Printed Name of Person Above  
2/17/2016  
Date  
314-713-4095  
Phone Number with Extension

of Missouri - American Water Company  
Name of Firm  
727 Craig Road,  
Address of Firm  
Saint Louis MO, 63141  
City, State, Zip Code  
314-569-3972  
Fax Number

Submitted: 2-17-16 via email  
-DW

## City of Jefferson

Department of Public Works  
320 E. McCarty St.  
Jefferson City, MO 65101



## Carrie Tergin, Mayor

Matthew J. Morasch, P.E., Director  
Phone: 573-634-6410  
Fax: 573-634-6562

February 17, 2017

RE: Cured-in-Place Pipelining projects by SAK Construction

To Whom it May Concern;

Jefferson City has worked with SAK Construction on multiple contracts over an 8 year period. In that time, they have completed projects well within the contract time, and have demonstrated outstanding communication and problem solving. Any time a personal property issue or change in scope has occurred, SAK has handled the situation well and come up with an equitable resolution for all parties.

Our service area covers the headquarters of the State Regulator. When bypassing around a section of sanitary sewer is required, SAK has performed this in an innovative and reliable method that is protective of the environment.

Jefferson City encourages SAK Construction to bid our projects and would highly recommend them to others.

If you should need further details, feel free to contact me at 573-634-6443 or [eseaman@jeffcitymo.org](mailto:eseaman@jeffcitymo.org).

Sincerely,

A handwritten signature in black ink, appearing to read "Eric Seaman".

Eric Seaman, P.E.  
Wastewater Division Director



To Whom It May Concern:

Re: SAK Construction, LLC

Project: "CIPP Rehabilitation of Hackberry Creek Interceptor Trunk" -- City of Irving, Texas

This letter of recommendation is offered to attest to the integrity and professionalism exhibited by the manager, superintendent and crew of SAK Construction in the execution of the subject project.

All City of Irving personnel associated with the project were pleased with the results of the work and the prosecution thereof. In order to allow TV inspection of the pipes, the first task undertaken was cleaning out voluminous accumulation of debris in the interceptor and three associated siphons, a significant portion of the project -- not a primary function of SAK Construction. Through perseverance and determination, this arduous work was done effectively and efficiently.

The on-site manager suggested a change to the design of a siphon vault that improved the facility, simplified the work and reduced project cost. In short, it was a positive cost-saving measure, appreciated by the entire project team.

To SAK's credit, the work site was kept relatively neat and clean. No debris was allowed to enter the adjoining water bodies and the environmental restrictions were respected. The crews were considerate of local traffic and no safety violations were noted. Best management practices were evident and in force throughout the project term.

In general and overall, we rated SAK's performance as excellent. We will certainly welcome the company's participation in future projects and we recommend their services when cured-in-place pipe (CIPP) liners are desired.

Sincerely,

Wayne E. Lee, P.E.  
City Engineer



*"Over 60 Years of Quality Service"*

February 15, 2016

Mr. Anthony Aderhold  
SAK Construction, LLC  
864 Hoff Road  
O'Fallon, MO 63366

RE: P66 Wood River Refinery Wood Stave Lining Project

Dear Mr. Aderhold,

I like to reach out to Management of new companies that we work with, when a safe and successful job is completed. Your work was performed in extreme conditions, under a tight timeframe, while following excessive permitting and safe work regulations. We appreciate your crews' willingness to discuss, communicate, and adhere to our request. It was obvious that your company expects the same goals that we demand, which are sending everyone home in the condition they showed up in while delivering exceptional quality work. It was a pleasure doing business with you.

Sam Walter  
WCI Site Manager  
P66 Wood River Refinery  
[Sam.walter@widmanconstruction.com](mailto:Sam.walter@widmanconstruction.com)  
Office 255-2288 cell 618-779-3128



# CITY OF ORLANDO

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**TO:** Clayton Washburn – General Manager, Southeast Region

**FROM:** Robert W. Faris, Construction Inspector III

**DATE:** July 7, 2016

**SUBJECT:** SAK's workmanship on the L.B. McLeod Rd CIPP Lining Project

Clayton,

I wanted to tell you what a great job SAK performed for the City of Orlando on the L.B. McLeod Rd. project. It was a pleasure to work with professionals that understand all aspects of what it takes to put a successful project together. In my line of work, I encounter more contractors that try cutting corners by not meeting the design specifications and/or compromising on safety to make a dollar. I am pleased to say that this project was handled by two professionals in the trade.

Leo Calvario, the Project Manager, was always on top of any issues that arose during construction. Leo was quick to resolve problems, mobilized support personal as needed, and provided excellent documentation to support change orders and/or quotes. He handled a lot of adversity on this particular project, which was of no fault to SAK's execution of the designed plans. Leo is an excellent example of how a Project Manager should operate.

Brad Schenning, the Superintendent, is one of the best I have encountered during the 34 years that I have worked for the City of Orlando. He has great "Can Do" and "Get it Done" attitude. I have had the pleasure of working with him on several jobs now, and first-hand how supervising is a lot more than directing someone to do something. Brad is hands-on and leads by example in the field. He knows the trade, manages crews well, and never lets problems become the client's problem. He spends a great deal of time getting to know the work site and current conditions so he can plan the CIPP installations properly and be a smooth operation.

It is my hope that SAK continues to bid and work on projects with the City of Orlando.



# TAHOE-TRUCKEE SANITATION AGENCY



A Public Agency  
13720 Butterfield Drive  
TRUCKEE, CALIFORNIA 96161  
(530) 587-2525 • FAX (530) 587-5840

## Directors

O.R. Butterfield  
Dale Cox  
Erik Henrikson  
S. Lane Lewis  
Jon Northrop

**General Manager**  
Marcia A. Beals

26 January 2015

Mr. Boyd Hirtz  
SAK Construction, LLC  
864 Hoff Road  
O'Fallon, MO 63366

RE: 2014 Truckee River Interceptor Rehabilitation Project (TRIRP)

Dear Mr. Hirtz

I would like to take this opportunity to compliment SAK Construction, LLC, and their subcontractors, Munson Pump Services and Almendariz Consulting, Inc. on the quality of their work and the professionalism with which they performed their work on the recently completed TRIRP project.

This project involved numerous stakeholders and regulatory agencies and had to be completed in a very tight timeframe. SAK and its subcontractors were very responsive to the environmental sensitivity of completing such a project in such close proximity to the Truckee River in the North Lake Tahoe area; were cognizant of the interests and concerns of various business and home owners affected by the project; were quick to respond to unforeseen challenges when called upon with short notice; assigned highly qualified, professional staff to the project, and ultimately produced a superior work product.

It was a pleasure to work with you.

Sincerely,

Marcia A. Beals  
General Manager

MAB:ct

cc: Mr. Joe Feuerborn, SAK Construction, LLC  
Mr. Jason Munson, Munson Pump Services  
Mr. Eric Russo, Almendariz Consulting

## Anderson-Cottonwood Irrigation District

Brenda Haynes, President  
Audie Butcher, Vice President  
Robert Blankenship, Director

2810 Silver Street, Anderson, Ca. 96007  
(530) 365-7329 – Fax: (530) 365-7623  
[www.andersoncottonwoodirrigationdistrict.org](http://www.andersoncottonwoodirrigationdistrict.org)

Duane Miller, Director  
Kayle Spoon, Director  
Stan Wangberg, GM/Sec

December 17, 2015

Mr. Ryan Broyles  
Operations Manager West - Rehab Division  
SAK Construction  
4253 Duluth Avenue  
Rocklin, California 95765

Dear Mr. Broyles:

The Board of Directors and management of Anderson-Cottonwood Irrigation District would like to express our sincere appreciation for SAK's performance during implementation of our recent Clear Creek siphon rehabilitation project.

You and your colleagues and crew did an excellent job throughout this important and very difficult project and delivered an excellent work product. For the District, the successful repairs to the minor pipelines at Laterals 35 and 37 were an added bonus to completion of the Clear Creek job, and we sincerely appreciate your willingness to address these pipelines while you were in the area.

Thank you for your efforts and we look forward to the possibility of teaming up with SAK in the future.

Sincerely,

  
Brenda Haynes, President

  
Stan Wangberg, General Manager



**DENVER**  
THE MILE HIGH CITY

**Department of Public Works**  
Engineering Division  
Wastewater Capital Projects Management

2000 West Third Avenue  
Denver, CO 80223  
[www.denvergov.org/PublicWorks](http://www.denvergov.org/PublicWorks)

March 17, 2011

**MEMORANDUM**

**TO: Christine Downs, Debra Baca, Daelene Mix, Justin Schmitz, Mark Lomax, Rene Padilla, Borlande Robertson, Kevin Smolka, Donald Eva, Pam Babjack, Tim Cullen, Ricky Laws, Ken Magee, Rand Peterson and David Shaw**

**FROM: Rick Zimmat, Project Manager**

**SUBJECT: 17<sup>th</sup> & Colorado Blvd. Closure and Critical Sanitary Sewer Rehabilitation**

I'd like to thank everyone for job well done! I appreciate everyone's patience and diligence in formulating and implementing a very successful plan. Christine Downs, Debra Baca and Daelene Mix did a great job with the public outreach. Justin Schmitz, Mark Lomax and Renee Padilla fine tuned the detour plans that kept traffic moving around this massive closure without a single complaint. American Sign company expertly executed the traffic control plans and kept traffic moving smoothly through the very large, high volume detour utilizing Detective Kevin Smolka's expert UTC staff. SAK Construction with Maverick Pump Services and Spectrashield Liner Systems accomplished all our goals working around the clock to successfully complete badly needed repairs to 1000 linear feet of 27" sanitary sewer main, 1000lf of 10 and 8 inch sewer main, as well as associated manholes, in one of the busiest intersections in Denver. Pam Babjack and the WCPM project inspectors Tim Cullen, Ricky Laws, Ken Magee, Rand Peterson, and Dave Shaw worked tirelessly around the clock to ensure public safety and a high quality repair.

All of your collective efforts made these necessary repairs both successful and cost effective, while greatly improving the public's safety. Thank you!



The Public Health and Safety Organization

## NSF Product and Service Listings

These NSF Official Listings are current as of **Tuesday, September 28, 2021** at 12:15 a.m. Eastern Time. Please [contact NSF](#) to confirm the status of any Listing, report errors, or make suggestions.

Alert: NSF is concerned about fraudulent downloading and manipulation of website text. Always confirm this information by clicking on the below link for the most accurate information:

<http://info.nsf.org/Certified/PwsComponents/Listings.asp?Company=0L190&Standard=061&>

### NSF/ANSI/CAN 61 Drinking Water System Components - Health Effects

**NOTE: Unless otherwise indicated for Materials, Certification is only for the Water Contact Material shown in the Listing. Click here for a list of [Abbreviations used in these Listings](#). Click here for the definitions of [Water Contact Temperatures denoted in these Listings](#).**

#### Sanexen Environmental Services Inc.

9935, de Châteauneuf  
Entrance 1 - Bureau 200  
Brossard, QC J4Z 3V4  
Canada  
800-263-7870  
450-652-9990

**Facility :** Brossard, Québec, Canada

#### Protective (Barrier) Materials

Trade Designation	Water Contact Size Restriction	Water Contact Temp	Water Contact Material
<b>Pipe Liner - Immediate Return to Service [G]</b>			
ALTRA 10[1] [4]	6" - 12"	CLD 23	MLTPL

ALTRA 10X[1] [3]	>= 4"	CLD 23	MLTPL
ALTRA2[1] [2]	>= 14"	CLD 23	MLTPL
Aqua-Pipe 14+[1] [2]	>= 14"	CLD 23	MLTPL
Aqua-Pipe EX[1] [3]	>= 4"	CLD 23	MLTPL
Aqua-Pipe PU[1] [4]	6" - 12"	CLD 23	MLTPL

[1] Evaluated for Immediate Return to Service.

[2] This product requires the following cure time, temperature, and flush:

Day 1: Cure at 65° C and 25 psi water pressure for 2 hours when using APH01 or for 4 hours when using APH02, followed by a cool-down period of 18 hours at ambient temperature.

Day 2: Flush at 2.8 liters per minute for 24 hours at ambient temperature.

Day 3: Cure for 24 hours at ambient temperature.

[3] This product requires the following cure time, temperature, and flush:

Day 1: Cure 30 minutes [APR01 and APH01 system] at 65° C and 25 psi water pressure, then a cool-down period for 18 hours at ambient temperature.

Day 2: Flush at 2.8 liters per minute for 24 hours at ambient temperature.

Day 3: Cure for 24 hours at ambient temperature.

[4] This product requires the following cure time, temperature, and flush:

Day 1: Cure 30 minutes [APR01 and APH01 system] or 4 hours [APR01 and APH02 system] at 65°C and 25 psi water pressure, then a cool-down period for 18 hours at ambient temperature.

Day 2: Flush at 2.8 liters per minute for 24 hours at ambient temperature

Day 3: Cure for 24 hours at ambient temperature

[G] Product is Certified to NSF/ANSI 372 and conforms with the lead content requirements for "lead free" plumbing as defined by California, Vermont, Maryland, and Louisiana state laws and the U.S. Safe Drinking Water Act.

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Number of matching Manufacturers is 1

Number of matching Products is 6

Processing time was 0 seconds



Marsh & McLennan Agency LLC  
825 Maryville Centre Drive, Suite 200  
St. Louis, MO 63017  
+1 314 594 2700  
MarshMMA.com

July 13, 2021

Attn: Harry Miller  
SAK Construction, LLC  
864 Hoff Road  
O'Fallon, MO 63366

RE: SAK Construction, LLC  
Workers' Compensation Experience Modification

Dear Harry:

Your Experience Modification Rating Factor for the past three years is as follows:

Effective 8-2-2021 .58

Effective 8-2-2020 .54

Effective 8-2-2019 .56

Sincerely,

A handwritten signature in cursive script that reads "Diane Stiehl".

Diane M. Stiehl, CISR  
Senior Account Manager



## SAK Construction Safety Record Form

SAK Construction  
864 Hoff Road  
O'Fallon, MO 63366  
Telephone: 636-385-1000  
Fax: 636-385-1100



Prepared by/title: Harry Miller, Safety Director

Date prepared: 1/20/2021

**Experience Modification Rates (EMR)**

Year	Experience Modification Rate (EMR)
2010-2011	0.97
2011-2012	0.80
2012-2013	0.76
2013-2014	0.77
2014-2015	0.70
2015-2016	0.65
2016-2017	0.61
2017-2018	0.53
2018-2019	0.54
2019-2020	0.56

**OSHA Incidence Rates**

Year	Total Recordable Incidents	Total Hours Worked	OSHA Incidence Rate(RIR)
2009	5	191,456.26	5.2
2010	7	343,552.61	4.1
2011	16	520,464.03	6.1
2012	10	559,513.91	3.6
2013	12	612,328.92	3.9
2014	11	680,335.32	3.2
2015	13	749,758	3.5
2016	10	899,379	2.2
2017	12	956,649	2.5
2018	7	1,018,297	1.4
2019	11	1,084,999	2.0
2020	9	1,071,038	1.7

**DART- Days Away, and Restricted or Transferred**

Year	DART Cases	Total Hours Worked	DART Incidence Rate
2009	2	191,456.26	2.1
2010	5	343,552.61	2.9
2011	13	520,464.03	5.0
2012	6	559,513.91	2.1
2013	7	612,328.92	2.3
2014	6	680,335.32	1.8
2015	6	749,758	1.6
2016	3	899,379	0.7
2017	11	956,649	2.3
2018	2	1,018,297	0.4
2019	2	1,084,999	0.4
2020	5	1,071,038	0.9

**Lost Workday Cases**

Year	LWD Cases	Total Hours Worked	LWD Incident Rate
2009	0	191,456.26	0.00
2010	1	343,552.61	0.58
2011	7	520,464.03	2.69
2012	1	559,513.91	0.36
2013	4	612,328.92	1.31
2014	2	680,335.32	0.59
2015	2	749,758	0.53
2016	3	899,379	0.67
2017	4	956,649	0.84
2018	0	1,018,297	0.00
2019	1	1,084,999	0.18
2020	5	1,071,038	0.93

Incident Rates are Calculated using this formula: # Cases X 200,000 / Man Hours Worked

# **SAFETY AND ACCIDENT PREVENTION PLAN**

Jerry Shaw  
President



**SAK<sup>TM</sup>**

*Pipeline Infrastructure. Solved.<sup>TM</sup>*

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## **SAFETY AND ACCIDENT PREVENTION PLAN TABLE OF CONTENTS**

Health & Safety Commitment

Tunnels, Shafts and Blasting Procedures

Respiratory Protection Program

Inspections

Lockout/Tagout – Energy Control Program

Accident Reporting and Investigation Plan

Confined Space Entry Program

Ventilation Compliance Program

Electrical Safety Plan

Hot Work Permit Program

Fire Protection and Prevention

Hazard Communications Program (HAZCOM)

Fall Protection Plan

Personal Protective Equipment (PPE) Program

Trench & Excavation Program

Appendixes

1. Safety Enforcement Procedures
2. Safety Recognition Program
3. Code of Safe Practices
4. Cell Phone Policy
5. Drug Free Workplace and Substance Abuse Policy
6. DOT Substance Abuse and Alcohol Misuse
7. Tunnel Evacuation Procedures
8. Accident Reporting Procedures
9. Backing Techniques
10. Hazardous Materials Emergency Action Plan



## HEALTH & SAFETY COMMITMENT

SAK Construction, LLC is committed to providing a safe and healthy workplace for all our employees.

SAK Construction, LLC will strive to comply with all relevant government regulations regarding personal health and safety. We will encourage good safety habits in every aspect of our Company's activities by maintaining an effective accident prevention program. This program will provide training and control exposure to hazardous situations both on the jobsite and at home. In every activity of our business, we expect a commitment to safety and active participation of every employee in our comprehensive safety effort.

In all our activities, the health and safety of our people is not to be compromised or placed at risk for any reason.

A handwritten signature in black ink, appearing to read "Jerry P. Shaw".

**Jerry P. Shaw**

**President**

**SAK Construction, LLC**

---

Employee Signature

## TAB 5 - VALUE ADD

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

### VALUE – ADD

#### SAK's Shotcreting Process:

The shotcreting process involves using air pressure to spray wet or dry concrete at a velocity sufficient to make the sprayed material adhere to targeted surfaces. Because shotcrete adheres well to varying types of surfaces, SAK frequently uses it in tunnel construction and pipe installation, sewer rehabilitation and repair, soil stabilization, and temporary or permanent excavation support.

Another key use for shotcrete is in the repair of the aging culverts that are common throughout many parts of the U.S. Many culverts are constructed from galvanized steel that rusts and deteriorates with time. Unattended, these culverts may fail and collapse, with potentially devastating consequences to the community. By appropriately applying shotcrete to a deteriorated culvert, SAK can increase its dependability and strength, with minimal restrictions to flow volumes.

#### SAK's SPR Process:

SPR is a spiral, machine wound pipe renewal process in which a co-extruded, interlocking PVC profile strip is wound to form a new pipe inside the host pipe, which is then grouted in place. SPR provides a customer structural solution for deteriorating pipelines 60-inches in diameter and larger, regardless of whether the host pipe is round, arch, box, oval, or another shape. The process allows for the rehabilitation of difficult to access large diameter pipes with little to no excavation, and a very small worksite footprint above ground. The smooth interior of the new PVC pipe allows SAK to give clients enhanced flow characteristics that provide flow capacity equal to or greater than the old host pipe.

#### SAK's Semi-Trenchless Large Diameter Sliplining:

SAK's large diameter sliplining process is semi-trenchless, requiring only minimal excavation for installation of access pits at insertion locations and smaller shafts or excavations for reinstatement of lateral connections.

SAK uses several different types of pipe material to slipline large diameter liner pipe into deteriorated host pipe. The materials and processes used vary, and generally depend on the specific needs of a project. Generally, the process involves using hydraulic jacks in an insertion pit to push a new, factory-made pipe into place. Sliplining is completed "train-style," one section at a time, until the entire line segment is completely laid out. Finally, the annular space remaining between the host pipe and the sliplined pipe is grouted using a low strength, cement-like material. This locks the new pipe in place and eliminates the annular space.

Large diameter sliplining often provides cost-effective solutions to pipeline problems when slightly reduced pipe diameter is not a concern. Another major benefit of sliplining is that it can usually be done without bypass pumping or diverting an existing live flow from the line. Interceptor pipelines in heavily congested areas or difficult-to-dig locations are ideal candidates for large diameter sliplining.

#### SAK's Large Diameter Tunnel Boring Capabilities:

Large diameter tunneling, which is suitable for any soil condition, accommodates a wide size and scope of projects, and is often required for sewer line, water line or storm drain installation; it is also utilized for other types of projects that exceed the capabilities of auger-boring equipment and conventional open-trench construction.

SAK Construction has the expertise and equipment to handle large diameter tunneling needs for installing water, wastewater and stormwater pipelines, from 4-foot diameter to 32 foot arch-shaped SEM Tunnels. SAK has the ability to perform "soft-ground" tunneling, "soft-rock" or "hard-rock" tunneling, utilizing one of our many tunnel boring machines. Additionally, SAK has the expertise to construct "hand-mined" tunnels in many different soil types for starter tunnels, tail tunnels, utility tunnels, road crossing tunnels, and connecting tunnels for structures.

**Appendix C**  
**ADDITIONAL REQUIRED DOCUMENTS**

- DOC #1 Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy
- DOC #2 Antitrust Certification Statements (Tex. Government Code § 2155.005)
- DOC #3 Implementation of House Bill 1295 Certificate of Interested Parties (Form 1295)
- DOC #4 Texas Government Code 2270 Verification Form
- DOC #5 Felony Conviction Notification



**ACKNOWLEDGMENT AND ACCEPTANCE**  
**OF REGION 4 ESC's OPEN RECORDS POLICY**

**OPEN RECORDS POLICY**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

*Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).*

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☒ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.
- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

*(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)*

9/22/2021  
Date

  
\_\_\_\_\_, Boyd Hirtz, President  
Authorized Signature & Title

**ANTITRUST CERTIFICATION STATEMENTS**  
**(Tex. Government Code § 2155.005)**  
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**Company**

SAK Construction, LLC

**Contact**

  
**Signature**

Boyd Hirtz

**Printed Name**

President

**Position with Company**

**Address**

864 Hoff Road

O'Fallon, MO 63366

**Official  
Authorizing  
Proposal**

  
**Signature**

Boyd Hirtz

**Printed Name**

President

**Position with Company**

**Phone**

636.385.1000

**Fax**

636.385.1100

## **Implementation of House Bill 1295**

### **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

#### **Filing Process:**

Starting on January 1, 2016, the commission made available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. This process is known as acknowledging the certificate. The commission will post the acknowledged Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency. The posted acknowledged form does not contain the declaration of signature information provided by the business.

A certificate will stay in the pending state until it is acknowledged by the governmental agency. Only acknowledged certificates are posted to the commission's website.

#### **Electronic Filing Application:**

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

#### **Frequently Asked Questions:**

[https://www.ethics.state.tx.us/resources/FAQs/FAQ\\_Form1295.php](https://www.ethics.state.tx.us/resources/FAQs/FAQ_Form1295.php)

**Changes to Form 1295:** <https://www.ethics.state.tx.us/data/filinginfo/1295Changes.pdf>

**CERTIFICATE OF INTERESTED PARTIES****FORM 1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2021-804412

Date Filed:  
09/21/2021

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

SAK Construction, LLC  
O'Fallon, MO United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Region 4 Education Service Center

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

22-04  
Trenchless Technology Rehabilitation and Related Products and Services

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Kalishman, Thomas	O'Fallon, MO United States	X	
	Affholder, Robert	O'Fallon, MO United States	X	
	Shaw, Jr. , Jerome	O'Fallon, MO United States	X	
	Hirtz, Boyd	O'Fallon, MO United States		X
	Archibald, Roger	O'Fallon, MO United States		X

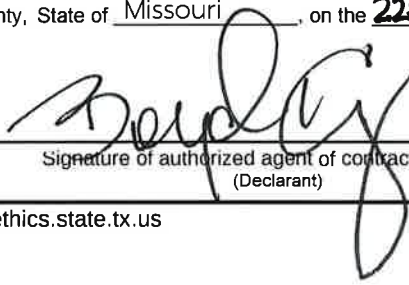
**5 Check only if there is NO Interested Party.**☐**6 UNSWORN DECLARATION**

My name is Boyd Hirtz, and my date of birth is 12/25/1962.

My address is 20 Hoffman Hills Dr., Wentzville, MO, 63385, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in St. Charles County, State of Missouri, on the 22<sup>nd</sup> day of September, 2021.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

**Texas Government Code 2270 Verification Form**

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Boyd Hirtz, as an authorized representative of

SAK Construction, LLC, a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at <https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf>.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

  
Signature of Named Authorized Company Representative

9/22/2021  
Date

### **FELONY CONVICTION NOTIFICATION**

Section 44.034, Texas Education Code, Notification of Criminal History, Subsection (a), states "A person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony."

Subsection (b) states "A school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract."

This Notice is Not Required of a Publicly-Held Corporation

### **CRIMINAL HISTORY REVIEW OF CONTRACTOR EMPLOYEES**

Offeror shall review §22.0834, Texas Education Code and 19 Texas Administrative Code §§153.1101 and 153.1117 regarding criminal history checks of school contractor employees. The rules define continuing duties related to contracted services, direct contact with students, covered contract employee and other relevant terms within the statute.

Except as otherwise provided herein, Offeror will obtain and certify in writing, before work begins, that the Offeror has received all criminal history record information that relates to an employee, applicant, agent or Subcontractor of the Offeror/Contractor or Subcontractor, if the person has or will have continuing duties related to the contracted services, and the duties are or will be performed on Region 4 ESC's, or Participating Public Agency as applicable to the Texas Education Code, property where students are regularly present or at another location where students are regularly present. Awarded Offer(s) shall assume all expenses associated with the background checks and shall immediately remove any employee or agency who was convicted of, receive probation for, or received deferred adjudication for any felony as outlined below or any misdemeanor involving moral turpitude, from Region 4 ESC's property or other location where students are regularly present.

Offeror/Contractor or sub-contractors may not work on Region 4 ESC's, or Participating Public Agency where the Texas Education Code may be applicable, property where students are present when they have been convicted, received probation, or deferred adjudication for the following felony offenses:

1. Any offense against a person who was, at the time the offense occurred, under 18 years of age or enrolled at a public school;
2. Any sex offense;
3. Any crimes against persons involving:



- a. Controlled substances; or
  - b. Property; or
4. Any other offense Region 4 ESC, or Participating Public Agency where the Texas Education Code may be applicable, believes might compromise the safety of students, employees or property.

I, Boyd Hirtz, as an authorized representative of

SAK Construction, LLC, the Offeror verify that:

A. My company is **not** owned nor operated by anyone who has been convicted of a felony.

Signature of Company Official: \_\_\_\_\_

Date: 9/22/2021

B. My company is **owned** or operated by the following individual(s) who has/have been convicted of a felony:

Name of Felon(s): N/A

Details of Conviction(s) : N/A

Date: N/A

C. My company is a **publicly held** corporate, therefore, this reporting requirement is not applicable.

Signature of Company Official: N/A

Date: \_\_\_\_\_