



CITY OF TAMARAC
NOTICE OF WORKSHOP MEETING
CITY COMMISSION OF TAMARAC, FL
City Hall - Conference Room 105
May 27, 2014

CALL TO ORDER:

9:30 a.m.

ROLL CALL:

PLEDGE OF ALLEGIANCE:

Commissioner Pamela Bushnell

1. Presentation of FEMA Flood Maps

Presentation of FEMA Flood Maps - *by Chief Building Official/Director Claudio Grande and Assistant Building Official Patrick Richardson.*

2. TR12494 - 2014 Edward Byrne Memorial Justice Assistance Grant (JAG)

Item No. 6 (c) on the Consent Agenda. (TR12494) A Resolution of the City Commission of the City of Tamarac, Florida authorizing the appropriate City Officials to accept the 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) award and execute a Memorandum of Understanding between the City of Tamarac and the Broward Sheriff's Office pending legal review; authorizing the Broward Sheriff's Office to continue to serve as the lead agency providing for the administration of the 2014 Edward Byrne Memorial Justice Assistance Grant (JAG); providing for conflicts; providing for severability; and providing for an effective date. - ***BSO District 7 Captain Neal Glassman***

3. TR12489 Land Acquisition - 7200 N University Drive

Item No. 6 (e) on the Consent Agenda. (TR12489) A Resolution of the City Commission of the City of Tamarac, Florida approving and authorizing the proper City Officials to execute that certain real estate Purchase and Sale Contract for the purchase of real property located at 7200 N. University Drive, Tamarac, Florida; attached hereto as Exhibit "A" and incorporated herein; providing for the approval of the contract and authorizing the proper City Officials to consummate the transaction contemplated by the contract for purchase and sale; providing for conflicts; providing for severability; and providing for an effective date. - ***Financial Services Director Mark Mason and Fire Chief Mike Burton***

4. TR12481 - Wastewater Main Rehabilitation Inflow & Infiltration Project FY14 - SAK Construction

Item No. 6 (b) on the Consent Agenda. (TR12481) A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to accept and execute an agreement between the City of Tamarac and SAK Construction, LLC., utilizing Choice Facility Partners (CFP) Contract #10/039MP-01 for an amount not to exceed \$1,950,000 for the FY14 Wastewater Main Rehabilitation Inflow and Infiltration Project; authorizing the appropriate City Officials to administer the contract; providing for conflicts; providing for severability; and providing for an effective date. - ***Public Services Director Jack Strain and Purchasing/Contracts Manager Keith Glatz***

5. Update on Parks & Recreation Foundation

Update on Parks & Recreation Foundation - ***Parks & Recreation Director Greg Warner, Assistant Parks & Recreation Director Linda Probert, Foundation Vice Chair Dominic Gray and Foundation Secretary Tara Piatek***

The City Commission may consider and act upon such other business as may come before it. In the event this agenda must be revised, such revised copies will be available to the public at the City Commission meeting.

Pursuant to Chapter 286.0105, Florida Statutes, if a person decides to appeal any decision made by the City Commission with respect to any matter considered at such meeting or hearing, he may need to ensure that a verbatim record of the proceedings is made which record includes the testimony and evidence upon which the appeal is based.

The City of Tamarac complies with the provisions of the Americans with Disabilities Act. If you are a disabled person requiring any accommodations or assistance, please notify the City Clerk's Office at (954) 597-3505 of such need at least 48 hours (2 days) in advance. Additionally, if you are hearing or speech impaired and need assistance, you may contact the Florida Relay Service at either of the following numbers: 1-800-955-8770 or 1-800-955-8771.

A handwritten signature in blue ink that reads "Patricia Teufel". The signature is fluid and cursive, with the first name "Patricia" and last name "Teufel" clearly legible.

Patricia Teufel, CMC
City Clerk



Title - 9:30 a.m.

9:30 a.m.



Title - Commissioner Pamela Bushnell

Commissioner Pamela Bushnell



Title - Presentation of FEMA Flood Maps






Presentation of FEMA Flood Maps - ***by Chief Building Official/Director Claudio Grande and Assistant Building Official Patrick Richardson.***



Title - TR12494 - 2014 Edward Byrne Memorial Justice Assistance Grant (JAG)

Item No. 6 (c) on the Consent Agenda. (TR12494) A Resolution of the City Commission of the City of Tamarac, Florida authorizing the appropriate City Officials to accept the 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) award and execute a Memorandum of Understanding between the City of Tamarac and the Broward Sheriff's Office pending legal review; authorizing the Broward Sheriff's Office to continue to serve as the lead agency providing for the administration of the 2014 Edward Byrne Memorial Justice Assistance Grant (JAG); providing for conflicts; providing for severability; and providing for an effective date. - ***BSO District 7 Captain Neal Glassman***

ATTACHMENTS:

Description	Upload Date	Type
 TR 12494 JAG Memo	5/14/2014	Cover Memo
 TR 12494 JAG Reso	5/14/2014	Resolution
 TR 12494 Exhibit A	5/14/2014	Exhibit
 TR 12494 Exhibit B	5/14/2014	Exhibit
 TR 12494 Exhibit C	5/14/2014	Exhibit

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
FINANCIAL SERVICES**

TO: Michael C. Cernech,
City Manager

DATE: May 13, 2014

THROUGH: Mark Mason,
Director of Financial
Services

**RE: TR# 12494: 2014 Justice Assistance Grant
(JAG) award and Memorandum of
Understanding with BSO**

FROM: Michael Gresek,
Grants Administrator

Recommendation:

Please place the above referenced item on the May 28, 2014 City Commission Meeting agenda.

Issue:

The US Department of Justice (DOJ) announced the availability of grant funding through the Edward Byrne Memorial Justice Assistance Grant (JAG) program. The JAG program provides grant funding for the enhancement of crime prevention and law enforcement programs. Tamarac is eligible for this funding through a memorandum of understanding with the Broward Sheriff's Office.

Background:

The JAG Program is the primary provider of federal criminal justice funding to state and local jurisdictions. The intent of the program is to assist local governments in the areas of crime prevention and public safety. The Bureau of Justice requires that one entity serve as lead agency for purposes of application and administration of the grant. As in the past, the Broward Sheriff's Office (BSO) has agreed to serve in this capacity for Broward County grant recipients.

The grant allocations are predetermined based on population and crime rate statistics. Tamarac is eligible for \$14,622 in JAG funding (less 7.23% provided to the county to administer the grant for a net amount of \$13,565) and no matching funds are required. The City proposes to use the grant funds for overtime expenses related to crime reduction and preventive operations, as well as the continuation of our patrol of commercial and retail plazas. Specifically, the Tamarac BSO District will proactively target areas that are experiencing an increase in certain types of crimes; it will use deputies to deter crime in certain locations including business plazas, City parks, and other areas of the City. Using the funds for overtime will allow the BSO command to use deputies to concentrate on these functions without having to handle normal calls for service. The goal of these operations will be to reduce overall crime in Tamarac, to arrest those responsible for committing these crimes, and to maintain high visibility in our commercial and retail plazas to make our business community and shoppers feel safer. This will assist the City in meeting its Strategic Goal #5, providing for a "Vibrant Community". Therefore, this use of JAG funds is consistent with how JAG grant awards have been used in the past. These activities have been very successful and contribute to reducing crime in Tamarac.

Fiscal Impact:

The attached resolution authorizes acceptance of the JAG award and the execution of a Memorandum of Understanding (MOU) upon legal review. BSO will provide this MOU after it receives award approval from DOJ. Specifically, the award is for \$14,622. As in past JAG grant MOU's, the City does not receive cash since the county is the lead agency administering the grant. The county is entitled to use up to 10% of the award, and is requesting 7.23% or \$1,057 to administer the grant. This provides the Tamarac District with the remaining \$13,565 balance to be used for the above activities.

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2014_____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ACCEPT THE 2014 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AWARD AND EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF TAMARAC AND THE BROWARD SHERIFF'S OFFICE PENDING LEGAL REVIEW; AUTHORIZING THE BROWARD SHERIFF'S OFFICE TO CONTINUE TO SERVE AS THE LEAD AGENCY PROVIDING FOR THE ADMINISTRATION OF THE 2014 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG); PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Tamarac desires to enhance its crime prevention and law enforcement programs; and

WHEREAS, the U.S. Department of Justice, Bureau of Justice Assistance provides grants for projects that will reduce crime and improve public safety; and

WHEREAS, the U.S. Department of Justice requires that one party serve as the lead agency for cities throughout Broward County for the purposes of filing the application and administering the grant funds as indicated in the 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) Local Solicitation attached hereto as Exhibit A and incorporated herein by this reference; and

WHEREAS, the City of Tamarac agrees to have the Broward Sheriff's Office serve as the lead agency to file a joint application on behalf of the City and provide for the administration of the 2014 JAG program funds; and

WHEREAS, the Broward Sheriff's Office agreed to serve as lead agency and received notification that the City of Tamarac is eligible to receive \$14,622 in JAG funds

as indicated on the 2014 JAG Funds Allocation list attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, up to 10% of the award may be used for costs associated with administering JAG funds and BSO requests 7.23% resulting in a net award of \$13,565; and

WHEREAS, the Director of Financial Services and Broward Sheriff's Office Tamarac District Chief recommend acceptance of the 2014 JAG award and approval of a Memorandum of Understanding (MOU) between the Broward Sheriff's Office and the City of Tamarac as indicated on the 2014 JAG Application for Governing Body Review and Comment attached hereto as Exhibit C and incorporated herein by this reference; and

WHEREAS, the City Commission of the City of Tamarac, Florida, deems it to be in the best interest of the citizens and residents of the City of Tamarac to authorize the appropriate City Officials to approve and execute an MOU for the 2014 JAG program between the City of Tamarac and the Broward Sheriff's Office pending legal review; and

WHEREAS, the City Commission of the City of Tamarac, Florida, authorizes the Broward Sheriff's Office to continue to serve as the lead agency providing for the administration of the 2014 Edward Byrne Justice Assistance Grant (JAG) funds.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

SECTION 1: The foregoing "WHEREAS" clauses are HEREBY ratified and confirmed as being true and correct and are HEREBY made a specific part of this Resolution. All exhibits attached hereto are incorporated herein and made a specific part of this Resolution.

SECTION 2: The City Commission of the City of Tamarac HEREBY accepts the 2014 Edward Byrne Memorial Justice Assistance Grant (JAG) and approves the execution of a

April 29, 2014

Memorandum of Understanding (MOU) between the City of Tamarac and the Broward Sheriff's Office (BSO) pending legal review.

SECTION 3: The Broward Sheriff's Office is hereby authorized to continue to serve as the lead agency and provide for the administration of the 2014 JAG program grant.

SECTION 4: All Resolutions or parts of Resolutions in conflict herewith are HEREBY repealed to the extent of such conflict.

SECTION 5: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 6: This Resolution shall become effective immediately upon adoption.

PASSED, ADOPTED AND APPROVED this ____ day of _____, 2014.

HARRY DRESSLER
MAYOR

ATTEST:

PATRICIA A. TEUFEL, CMC
CITY CLERK

I HEREBY CERTIFY that I have
approved this RESOLUTION as
to form.

SAMUEL S. GOREN
CITY ATTORNEY

U.S. Department of Justice

OMB No. 1121-0329

Approval Expires 07/31/2016

Office of Justice Programs

Bureau of Justice Assistance



The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP) [Bureau of Justice Assistance](#) (BJA) is seeking applications for funding under the Edward Byrne Memorial Justice Assistance Grant (JAG) Program. This program furthers the Department's mission by assisting state, local, and tribal efforts to prevent or reduce crime and violence.

Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2014 Local Solicitation

Eligibility

Applicants are limited to units of local government appearing on the FY 2014 JAG Allocations List. To view this list, go to www.bja.gov/programs/jag/14jagallocations.html. For JAG Program purposes, a unit of local government is: a town, township, village, parish, city, county, borough, or other general purpose political subdivision of a state; or, it may also be a federally recognized Indian tribe that performs law enforcement functions (as determined by the Secretary of the Interior). Otherwise a unit of local government may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes. In Louisiana, a unit of local government means a district attorney or parish sheriff. In the District of Columbia or any U.S. Trust Territory, a unit of local government is any agency of the District of Columbia or federal government performing law enforcement functions for the District of Columbia or U.S. Trust Territory.

Deadline

Applicants must register in [OJP's Grants Management System](#) (GMS) prior to submitting an application for this funding opportunity. Select the "Apply Online" button associated with the solicitation title. See the "How to Apply" section on page 20 for more details. All registrations and applications are due by 8:00 p.m. eastern time on June 10, 2014. (See "Deadlines: Registration and Application," page 4.)

Contact Information

For technical assistance with submitting an application, contact the Grants Management System Support Hotline at 1-888-549-9901, option 3, or via e-mail to GMS.HelpDesk@usdoj.gov. The [GMS](#) Support Hotline hours of operation are Monday-Friday from 6:00 a.m. to 12 midnight eastern time, except federal holidays.

Applicants that experience unforeseen GMS technical issues beyond their control that prevent them from submitting their application by the deadline must e-mail the BJA contact identified

below **within 24 hours after the application deadline** and request approval to submit their application.

For assistance with any other requirement of this solicitation, contact the BJA Justice Information Center at 1-877-927-5657, via e-mail to JIC@telesishq.com, or by [live web chat](#). The BJA Justice Information Center hours of operation are 8:30 a.m. to 5:00 p.m. eastern time, Monday through Friday, and 8:30 a.m. to 8:00 p.m. eastern time, on the solicitation close date. You may also contact your [State Policy Advisor](#).

Release date: April 24, 2014

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Edward Byrne Memorial Justice Assistance Grant (JAG) Program: FY 2014 Local Solicitation (CFDA #16.738)

Overview

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program (42 U.S.C. 3751(a)) is the primary provider of federal criminal justice funding to state and local jurisdictions. The JAG Program provides states and units of local governments with critical funding necessary to support a range of program areas including law enforcement, prosecution and court programs including indigent defense, prevention and education programs, corrections and community corrections, drug treatment and enforcement, crime victim and witness initiatives, and planning, evaluation, and technology improvement programs.

Deadlines: Registration and Application

Applicants must register in GMS prior to submitting an application for this funding opportunity. The deadline to register in GMS and the deadline to apply for funding under this announcement is 8:00 p.m. eastern time on June 10, 2014. See “How To Apply” on page 20 for details.

Eligibility

Refer to the title page for eligibility under this program.

Program-Specific Information

Program Areas

JAG funds may be used for state and local initiatives, technical assistance, strategic planning, research and evaluation (including forensics), data collection, training, personnel, equipment, forensic laboratories, supplies, contractual support, and criminal justice information systems that will improve or enhance such areas as:

- Law enforcement programs.
- Prosecution and court programs, including indigent defense.
- Prevention and education programs.
- Corrections and community corrections programs.
- Drug treatment and enforcement programs.
- Planning, evaluation, and technology improvement programs.
- Crime victim and witness programs (other than compensation).

***Please note that JAG funding may be utilized in support of:**

- Systems upgrades (hardware/software), including potential upgrades necessary for state, territories, units of local government and/or tribes to come into compliance with the [FBI's UCR Redevelopment Project \(UCRRP\)](#).
- Developing or sustaining state compatible incident based reporting systems.

Award Recipient Responsibilities: The Chief Executive Officer (CEO) of an eligible unit of local government or other officer designated by the CEO must submit the application for JAG funds. A unit of local government receiving a JAG award will be responsible for the administration of the funds including: distributing the funds; monitoring the award; submitting quarterly financial status (SF-425) and performance metrics reports and annual programmatic reports; and providing ongoing oversight and assistance to any subrecipients of the funds.

Governing Body Review: No fewer than 30 days prior to application submission, the applicant agency (fiscal agent in disparate situations) must make the grant application available for review by the governing body (or to the organization designated by the governing body. **See the Review Narrative section on page 15 for additional information.**

Public Comment: At the time of application submission, the applicant agency (the fiscal agent in disparate situations) must provide an assurance that the application was made public and an opportunity to comment was provided to citizens and neighborhood or community organizations to the extent the applicable law or established procedure makes such an opportunity available. **See the Review Narrative section on page 15 for additional information.**

Prohibited Uses: No JAG funds may be expended outside of JAG program areas. Even within these program areas, however, JAG funds cannot be used directly or indirectly for security enhancements or equipment for nongovernmental entities not engaged in criminal justice or public safety. Additionally, **JAG funds may not be used directly or indirectly to pay for any of the following items unless the BJA Director certifies that extraordinary and exigent circumstances exist**, making them essential to the maintenance of public safety and good order:

- *Vehicles, vessels, or aircraft.
- **Unmanned aerial vehicles/unmanned aircraft, aircraft system, or aerial vehicles (UA/UAS/UAV).
- Luxury items.
- Real estate.
- Construction projects (other than penal or correctional institutions).
- Any similar items.

***Police cruisers, police boats, and police helicopters are allowable vehicles under JAG and do not require BJA certification.**

****Unmanned Aircraft, Aircraft System, or Aerial Vehicles (UA/UAS/UAV):** No JAG funds may be expended on these items unless the BJA Director certifies that extraordinary and exigent circumstances exist, making them essential to the maintenance of public safety and good order. In addition, no JAG funds may be expended for this purpose without Federal Aviation Administration (FAA) approval and certification that the use is legal in the local jurisdiction. Also, any grant award using funds for this purpose may be subject to additional conditions and reporting criteria, which will be spelled out in a customized special condition attached to the grant award.

For information related to requesting a waiver to obtain BJA certification for any prohibited item, or for examples of allowable vehicles that do not require BJA certification, refer to the JAG FAQs on BJA's [JAG web page](#).

Evidence-Based Programs or Practices

OJP strongly emphasizes the use of data and evidence in policy making and program development in criminal justice, juvenile justice, and crime victim services. OJP is committed to:

- improving the quantity and quality of evidence OJP generates;
- integrating evidence into program, practice, and policy decisions within OJP and the field; and
- improving the translation of evidence into practice.

OJP considers programs and practices to be evidence-based when their effectiveness has been demonstrated by causal evidence, generally obtained through one or more outcome evaluations. Causal evidence documents a relationship between an activity or intervention (including technology) and its intended outcome, including measuring the direction and size of a change, and the extent to which a change may be attributed to the activity or intervention. Causal evidence depends on the use of scientific methods to rule out, to the extent possible, alternative explanations for the documented change. The strength of causal evidence, based on the factors described above, will influence the degree to which OJP considers a program or practice to be evidence-based.

OJP's CrimeSolutions.gov web site is one resource that applicants may use to find information about evidence-based programs in criminal justice, juvenile justice, and crime victim services. Additionally, when considering evidence-based programs and practices specific to reentry, it is recommended that jurisdictions review the [What Works in Reentry Clearinghouse](http://WhatWorks.in.Reentry.Clearinghouse) for important research on the effectiveness of a wide variety of reentry programs and practices. The Clearinghouse provides a one-stop shop for practitioners and service providers seeking guidance on evidence-based reentry interventions.

Amount and Length of Awards

Eligible allocations under JAG are posted annually on BJA's JAG web page: www.bja.gov/ProgramDetails.aspx?Program_ID=59.

Awards of at least \$25,000 or more are 4 years in length with an award period of October 1, 2013 through September 30, 2017. Extensions beyond a 4-year period may be made on a case-by-case basis at the discretion of BJA and must be requested via the Grants Management System (GMS) **no less than 30 days prior to the grant end date**.

Awards that are less than \$25,000 are 2 years in length with an award period of October 1, 2013 through September 30, 2015. Requests for up to an additional 2 years to complete performance of the award will be granted automatically, pursuant to 42 U.S.C. § 3751(f). Extensions beyond a 4-year period may be made on a case-by-case basis at the discretion of BJA and must be requested via the Grants Management System (GMS) **no less than 30 days prior to the grant end date**.

All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law.

Budget Information

AG awards are based on a statutory formula as described below.

Although JAG grantees and subgrantees are required to report on quarterly accountability measures through BJA's Performance Measurement Tool (PMT), those reports are intended to promote greater transparency about the use of JAG funds and do not determine the amount of JAG funds allocated to a state and/or localities.

Applicants must submit a budget and budget narrative outlining how JAG funds, including administrative funds if applicable, will be used to support and implement the program. **See the budget narrative description under the "How to Apply" section (page 20) for more information.**

JAG Formula: Once each fiscal year's overall JAG Program funding level is determined, BJA partners with the Bureau of Justice Statistics (BJS) to begin a four-step grant award calculation process which consists of:

1. Computing an initial JAG allocation for each state and territory, based on their share of violent crime and population (weighted equally).
2. Reviewing the initial JAG allocation amount to determine if the state or territory allocation is less than the minimum ("de minimus") award amount defined in the JAG legislation (0.25 percent of the total). If this is the case, the state or territory is funded at the minimum level, and the funds required for this are deducted from the overall pool of JAG funds. Each of the remaining states receives the minimum award plus an additional amount based on their share of violent crime and population.
3. Dividing each state's final award amount (except for the territories and District of Columbia) between state and local governments at a rate of 60 and 40 percent, respectively.
4. Determining local unit of government award allocations, which are based on their proportion of the state's 3-year violent crime average. If a local eligible award amount is less than \$10,000, the funds are returned to the state to be awarded to these local units of government through the state agency. If the eligible award amount is \$10,000 or more, then the local government is eligible to apply for a JAG award directly from BJA.

Administrative Funds: A unit of local government may use up to 10 percent of the award, including interest, for costs associated with administering JAG funds.

Supplanting: Supplanting is prohibited under JAG. Applicants cannot replace or supplant non-federal funds that have been appropriated for the same purpose. See the JAG FAQs on BJA's [JAG web page](#) for examples of supplanting.

Leveraging of Grant Funds: Although supplanting is prohibited, the leveraging of federal funding is encouraged. For example, a city may utilize JAG and Homeland Security Grant Program (HSGP) money to fund different portions of a fusion center project. In instances where leveraging occurs, all federal grant funds must be tracked and reported on separately and may not be used to fund the same line items. Additionally, federal funds cannot be used as match for other federal awards.

Disparate Certification: A disparate allocation occurs when a city or municipality is allocated one-and-one-half times (150 percent) more than the county, while the county bears more than 50 percent of the costs associated with prosecution or incarceration of the municipality's Part 1 violent crimes. A disparate allocation also occurs when multiple cities or municipalities are collectively allocated four times (400 percent) more than the county, and the county bears more than 50 percent of the collective costs associated with prosecution or incarceration of each municipality's Part 1 violent crimes.

- ★ Jurisdictions certified as disparate must identify a fiscal agent that will submit a **joint application** for the aggregate eligible allocation to all disparate municipalities. The joint application must determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds must be completed and signed by the Authorized Representative for each participating jurisdiction. The signed MOU should be attached to the application. For a sample MOU, go to www.bja.gov/Funding/JAGMOU.pdf.

Trust Fund: SAAs may draw down JAG funds in advance. To do so, a trust fund must be established in which to deposit the funds. The trust fund may or may not be an interest-bearing account. If subrecipients draw down JAG funds in advance, they also must establish a trust fund in which to deposit funds. This trust fund requirement does not apply to direct JAG award recipients or subrecipients that draw-down on a reimbursement basis rather than in advance.

Match Requirement: Match is not required under the JAG Program. Although match is an effective strategy to expand justice funds and build buy-in for local criminal justice initiatives, BJA encourages states to consider financial and other potential local constraints related to imposing a match requirement on subgrantees, as it may adversely affect small local jurisdictions. Matching funds become part of the overall award amount, and as such are subject to audit and should be expended prior to closeout.

Limitation on Use of Award Funds for Employee Compensation; Waiver

With respect to any award of more than \$250,000 made under this solicitation, recipients may not use federal funds to pay total cash compensation (salary plus cash bonuses) to any employee of the award recipient at a rate that exceeds 110 percent of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. The 2014 salary table for SES employees is available at www.opm.gov/salary-tables. Note: A recipient may compensate an employee at a greater rate, provided the amount in excess of this compensation limitation is paid with non-federal funds. (Any such additional compensation will not be considered matching funds where match requirements apply.)

The Assistant Attorney General for OJP may exercise discretion to waive, on an individual basis, the limitation on compensation rates allowable under an award. An applicant requesting a waiver should include a detailed justification in the budget narrative of the application. Unless the applicant submits a waiver request and justification with the application, the applicant should anticipate that OJP will request the applicant to adjust and resubmit the budget.

The justification should include the particular qualifications and expertise of the individual, the uniqueness of the service the individual will provide, the individual's specific knowledge of the

program or project being undertaken with award funds, and a statement explaining that the individual's salary is commensurate with the regular and customary rate for an individual with his/her qualifications and expertise, and for the work to be done.

Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

OJP strongly encourages applicants that propose to use award funds for any conference-, meeting-, or training-related activity to review carefully—before submitting an application—the OJP policy and guidance on “conference” approval, planning, and reporting available at www.ojp.gov/funding/confcost.htm. OJP policy and guidance (1) encourage minimization of conference, meeting, and training costs; (2) require prior written approval (which may affect project timelines) of most such costs for cooperative agreement recipients and of some such costs for grant recipients; and (3) set cost limits, including a general prohibition of all food and beverage costs.

Costs Associated with Language Assistance (if applicable)

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. Reasonable steps to provide meaningful access to services or benefits may include interpretation or translation services where appropriate.

For additional information, see the "Civil Rights Compliance" section of the OJP "Other Requirements for OJP Applications" web page at www.ojp.usdoj.gov/funding/other_requirements.htm.

Other JAG Requirements

Body Armor Certification

- Ballistic-resistant and stab-resistant body armor can be funded through two BJA-administered programs: the JAG Program and the Bulletproof Vest Partnership (BVP) Program.
- The BVP Program is designed to provide a critical resource to state and local law enforcement through the purchase of ballistic-resistant and stab-resistant body armor. A jurisdiction is able to request up to 50 percent of the cost of a vest with BVP funds. For more information on the BVP Program, including eligibility and application, refer to the [BVP web page](#).
- JAG funds may also be used to purchase vests for an agency, but they may not be used to pay for that portion of the ballistic-resistant vest (50 percent) that is not covered by BVP funds. Unlike BVP, JAG funds used to purchase vests do not require a 50 percent match.
- Vests purchased with JAG funds may be purchased at any threat level, make, or model from any distributor or manufacturer, as long as the vests have been tested and found to comply with the latest applicable National Institute of Justice (NIJ) ballistic or stab standards. In addition, vests purchased must be American-made. Information on the latest NIJ standards can be found at: www.nij.gov/topics/technology/body-armor/safety-initiative.htm.
- As is the case in BVP, grantees who wish to purchase vests with JAG funds must certify that law enforcement agencies receiving vests have a written "mandatory wear" policy in effect.

FAQs related to the mandatory wear policy and certifications can be found at www.bja.gov/Funding/JAGFAQ.pdf. This policy must be in place for at least all uniformed officers before any FY 2014 funding can be used by the agency for vests. There are no requirements regarding the nature of the policy other than it being a mandatory wear policy for all uniformed officers while on duty. The certification **must** be signed by the certifying official and **must** be attached to the application. If the grantee proposes to change project activities to utilize JAG funds to purchase bulletproof vests after the application period (during the project period), the grantee must submit the signed certification to BJA at that time. A mandatory wear concept and issues paper and a model policy are available by contacting the BVP Customer Support Center atvests@usdoj.gov or toll free at 1-877-758-3787.

- A copy of the certification related to the mandatory wear can be found at: www.bja.gov/Funding/BodyArmorMandatoryWearCert.pdf.

Interoperable Communications

- Grantees (including subgrantees) that are using FY 2014 JAG Program funds to support emergency communications activities (including the purchase of interoperable communications equipment and technologies such as voice-over-internet protocol bridging or gateway devices, or equipment to support the build out of wireless broadband networks in the 700 MHz public safety band under the Federal Communications Commission (FCC) Waiver Order) must ensure:
 - Compliance with the [FY 2014 SAFECOM Guidance on Emergency Communications Grants](#) (including provisions on technical standards that ensure and enhance interoperable communications).
 - Adherence to the technical standards set forth in the FCC Waiver Order, or any succeeding FCC orders, rules, or regulations pertaining to broadband operations in the 700 MHz public safety band.
 - Projects support the Statewide Communication Interoperability Plan (SCIP) and are fully coordinated with the full-time Statewide Interoperability Coordinator (SWIC) in the state of the project. As the central coordination point for their state's interoperability effort, the SWIC plays a critical role, and can serve as a valuable resource. SWICs are responsible for the implementation of the SCIP through coordination and collaboration with the emergency response community. The U.S. Department of Homeland Security Office of Emergency Communications maintains a list of SWICs for each of the 56 states and territories. Contact OEC@hq.dhs.gov.
 - All communications equipment purchased with grant award funding (plus the quantity purchased of each item) is identified during quarterly performance metrics reporting.

Use of Global Standards Package

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, OJP requires the grantee to comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular grant. Grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: www.it.ojp.gov/gsp_grantcondition. Grantees shall document planned approaches to information sharing and describe compliance

to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

DNA Testing of Evidentiary Materials and Upload of DNA Profiles to a Database

If JAG program funds will be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS, the national DNA database operated by the Federal Bureau of Investigation (FBI)) by a government DNA lab with access to CODIS. No profiles generated with JAG funding may be entered into any other non-governmental DNA database without prior express written approval from BJA. For more information, refer to the NIJ FY 2014 DNA Backlog Reduction Program, available at <https://ncjrs.gov/pdffiles1/nij/sl001112.pdf>.

In addition, funds may not be used for purchase of DNA equipment and supplies when the resulting DNA profiles from such technology are not accepted for entry into CODIS.

Reporting Requirements, Accountability Measures, and JAG Showcase

Award recipients will be required to submit quarterly financial status (SF-425) and annual programmatic reports through [GMS](#), quarterly accountability metrics reports (see below) through BJA's Performance Measurement Tool ([PMT](#)), and Federal Funding Accountability and Transparency Act (FFATA) reports through the FFATA Sub-award Reporting System ([FSRS](#)) as necessary (see FFATA section below).

Accountability Measures

To assist the Department in fulfilling its responsibilities under the Government Performance and Results Act of 1993 (GPRA), Public Law 103-62, and the GPRA Modernization Act of 2010, Public Law 111-352, applicants who receive funding under this solicitation must provide data that measures the results of their work done under this solicitation. **Quarterly accountability metrics reports must be submitted through BJA's PMT, available at www.bjaperformancetools.org. The accountability measures can be found at: www.bjaperformancetools.org/help/JAGMeasuresQuestionnaire.pdf.**

Data reported by JAG grantees and subgrantees for this report does not determine JAG funding, which is calculated based on a statutory formula combining population and Uniform Crime Reporting Part I crime data. BJA encourages JAG grantees to make decisions on funding through a collaborative process involving all major stakeholders including law enforcement, courts, indigent defense, prosecution, corrections and community corrections, treatment providers, crime victims, and others. The measures are not designed to replace the planning that should occur at the state and local level.

Submission of accountability measures data is not required for the application. Instead, applicants should discuss in their application their proposed methods for collecting data for accountability measures. Refer to the section "What an Application Should Include" on page 14 for additional information.

Note on Project Evaluations

Applicants that propose to use funds awarded through this solicitation to conduct project evaluations should be aware that certain project evaluations (such as systematic investigations

designed to develop or contribute to generalizable knowledge) may constitute “research” for purposes of applicable DOJ human subjects protection regulations. However, project evaluations that are intended only to generate internal improvements to a program or service, or are conducted only to meet OJP’s performance measure data reporting requirements likely do not constitute “research.” Applicants should provide sufficient information for OJP to determine whether the particular project they propose would either intentionally or unintentionally collect and/or use information in such a way that it meets the DOJ regulatory definition of research.

Research, for the purposes of human subjects protections for OJP-funded programs, is defined as, “a systematic investigation, including research development, testing, and evaluation, designed to develop or contribute to generalizable knowledge” 28 C.F.R. § 46.102(d). For additional information on determining whether a proposed activity would constitute research, see the decision tree to assist applicants on the “Research and the Protection of Human Subjects” section of the OJP “Other Requirements for OJP Applications” web page (www.ojp.usdoj.gov/funding/other_requirements.htm). Applicants whose proposals may involve a research or statistical component also should review the “Confidentiality” section on that Web page.

JAG Showcase

The [JAG Showcase](#) was designed to identify and highlight JAG projects that have demonstrated success or shown promise in reducing crime and positively impacting communities. BJA has now expanded the concept of the JAG Showcase to other BJA grant programs and created a new [BJA Success Story web page](#). This new web page will be a valuable resource for states, localities, territories, tribes and criminal justice professionals who seek to identify and learn about JAG and other successful BJA funded projects linked to innovation, crime reduction, and evidence based practices.

If you have a JAG Success Story you would like to submit, sign in to your [My BJA account](#) to access the Success Story Submission form. If you do not have a [My BJA account](#), please [Register](#). Once you register, one of the available areas on your *My BJA* page will be “*My Success Stories*”. Within this box, you will see an option to add a *Success Story*. Once reviewed and approved by BJA, all success stories will appear on the new [BJA Success Story web page](#).

Priorities

BJA recognizes that the downturn in the economy has resulted in significant pressures on state and local criminal justice systems. In these challenging times, shared priorities and leveraged resources can make a significant impact. In light of this, it is important to make SAAs and local JAG recipients aware of several areas of priority that may be of help in maximizing the effectiveness of JAG funding at the state and local level.

In addition to our longstanding and unwavering commitment to keeping violent crime at its lowest level in decades, the following priorities represent key areas where BJA will be focusing nationally and invite each state and local JAG recipient to join us in addressing these challenges as a part of our JAG partnership.

Reducing Gun Violence

Gun violence has touched every state, county, city, town, and tribal government in America. In the aftermath of the Sandy Hook Elementary School tragedy and recent mass shooting at the Washington Navy Yard, BJA continues to encourage states and localities to invest valuable JAG funds in programs to: combat gun violence, enforce existing firearms laws, improve the process used to ensure that those prohibited from purchasing or owning guns are prevented from doing so, enhance reporting to the FBI's National Instant Criminal Background Check System (NICS) and provide active shooter response training to law enforcement officers and first responders.

Recidivism Reduction, Pretrial Reform and Justice System Realignment

In this time of fiscal austerity and smaller state and local budgets, reducing unnecessary incarceration in a manner that promotes public safety is a paramount goal. Effective community supervision coupled with evidence-based program interventions can result in significant reductions in recidivism. A priority funding area is the implementation of effective pretrial services programs. The use of validated risk assessment tools to inform pre-trial release decisions is critical. For a variety of resources, or to request BJA supported technical assistance from the Pre-trial Justice Institute, see www.pretrial.org. Another priority for JAG funding is to support innovative programs and approaches in probation and parole supervision that improve services to offenders and increase collaborative efforts among community supervision agencies with law enforcement and the courts. Another promising approach to justice systems reform is the Justice Reinvestment Initiative (JRI), a public-private partnership between BJA and the PEW Public Safety Performance Project. Currently, 19 states and 17 local governments are working to control spiraling incarceration costs through JRI and reinvestment savings in evidence-based criminal justice programs and strategies. Strategic investment of JAG funds to implement JRI legislation and policy changes in those states and localities can augment federal funds and achieve greater cost savings and reinvestments in programs to promote public safety. (See the Urban Institute's [Justice Reinvestment Initiative State Assessment Report](#).)

Indigent Defense

Another key priority area is support for indigent defense. BJA continues to encourage states and units of local government to use JAG funds to support the vital needs of the indigent defense community. Attorney General Holder has consistently stressed that the crisis in indigent defense reform is a serious concern which must be addressed if true justice is to be achieved in our nation. In 2002, the American Bar Association (ABA) published Ten Principles of a Public Defense Delivery System which represent fundamental building blocks for implementing quality legal representation for indigent defendants. (See ABA's [Ten Principles of a Public Defense Delivery System](#).)

Improving Mental Health Services

Disproportionate numbers of people with mental illness are involved in the criminal justice system often as a result of untreated or undertreated mental illness. This is an issue that impacts numerous facets of the criminal justice system. After the Newtown tragedy, numerous states began pushing for and adopting policies supporting early identification and intervention. States aimed to enhance mental health screening services to identify emerging mental illness in children and adolescents and to ensure adequate access to care. BJA encourages states and units of local government to utilize JAG funding in support of programs and policy changes

aimed at the following: identifying and treating people with severe mental illness before they reach crisis point; training law enforcement and correctional officers on mental health and mental health related crisis-intervention; increasing justice system diversion strategies to divert offenders with mental illness from unnecessary arrest and incarceration to more appropriate and cost-effective community-based treatment and supervision; mental health courts, allowing inmates to continue psychotropic medication in jails; and improving oversight of mental health care in jails, increasing post-jail housing options and enhancing community mental health services. (See [Adults with Behavioral Health Needs under Correctional Supervision](#).)

Evidence-Based “Smart” Programs

Many criminal justice agencies continue to experience unprecedented budget cuts, layoffs, and reductions in force. These challenges must be met by making wider use of advancements in the criminal justice field in the last several decades which rely on use of data, crime analysis, cutting edge technology, research and evaluations regarding evidenced-based and high-performing programs. A useful matrix of evidence-based policing programs and strategies is available through the [Center for Evidence-Based Policy](#) at George Mason University. In the re-entry field, a summary of research-based re-entry strategies is available on the National Reentry Resource Center’s [What Works in Reentry Clearinghouse](#) link. BJA offers a number of program models designed to effectively implement evidence based strategies including Smart Policing, Smart Supervision, Smart Pretrial, and Smart Prosecution.

BJA encourages states and units of local government to use JAG funds to support these “smart on crime” strategies, including effective partnerships with universities and research partners and with non-traditional criminal justice partners.

What an Application Should Include

Applicants should anticipate that if they fail to submit an application that contains all of the specified elements, it may negatively affect the review of their application; and, should a decision be made to make an award, it may result in the inclusion of special conditions that preclude the recipient from accessing or using award funds pending satisfaction of the conditions.

Refer to the BJA Grant Writing and Management Academy and OJP’s Grants 101 for an overview of what should be included in each application requirement. These trainings can be found at bja.ncjrs.gov/gwma/index.html and www.ojp.gov/grants101/.

OJP strongly recommends use of appropriately descriptive file names (e.g., “Program Narrative,” “Budget Narrative,” “Memoranda of Understanding,” etc.) for all attachments.

1. Information to Complete the Application for Federal Assistance (SF-424)

The SF-424 is a standard form required for use as a cover sheet for submission of pre-applications, applications, and related information. GMS takes information from the applicant’s profile to populate the fields on this form.

2. Project Abstract

Applicants **must** provide an abstract that includes the applicant's name, title of the project, goals of the project, and a description of the strategies to be used. In addition, above or below the abstract narrative, applicants **must identify up to 5 project identifiers** that would

be associated with proposed project activities. The list of all identifiers can be found at www.bja.gov/funding/JAGIdentifiers.pdf. The abstract **should not** exceed a half-page, or 400-500 words.

Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

3. Program Narrative

Applicants **must** submit a program narrative that generally describes the proposed program activities for the two or four year grant period. The narrative must outline the type of programs to be funded by the JAG award and provide a brief analysis of the need for the programs. Narratives must also identify anticipated coordination efforts involving JAG and related justice funds. Certified disparate jurisdictions submitting a **joint application** must specify the funding distribution to each disparate unit of local government and the purposes for which the funds will be used.

Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

4. Budget and Budget Narrative

Applicants must submit a budget and budget narrative outlining how JAG funds, including administrative funds if applicable, will be used to support and implement the program. This narrative should include a full breakdown of administrative costs, as well as an overview of how funds will be allocated across approved JAG purpose areas. Applicants should utilize the following approved budget categories to label the requested administrative and/or sub-grant expenditures: Personnel, Fringe Benefits, Travel, Equipment, Supplies, Consultants/Contracts, and an Other category. For informational purposes only, a sample budget form may be found at www.ojp.usdoj.gov/funding/forms/budget_detail.pdf.

For questions pertaining to budget and examples of allowable and unallowable costs, see the OJP Financial Guide at www.ojp.usdoj.gov/financialguide/index.htm.

Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

a. Non-Competitive Procurement Contracts In Excess of Simplified Acquisition Threshold

If an applicant proposes to make one or more non-competitive procurements of products or services, where the non-competitive procurement will exceed the simplified acquisition threshold (also known as the small purchase threshold), which is currently set at \$150,000, the application should address the considerations outlined in the [OJP Financial Guide](#).

5. Review Narrative

Applicants **must** submit information documenting that the date the JAG application was made available for review by the governing body, or to an organization designated by that governing body, not less than 30 days before the application was submitted to BJA. The attachment must also specify that an opportunity to comment was provided to citizens prior

to application submission to the extent applicable law or established procedures make such opportunity available.

Below are notification language templates that can be utilized in completing this section of the application.

The (provide name of City/County/Tribe) made its Fiscal Year 2014 JAG application available to the (provide name of governing body) for its review and comment on (provide date); or intends to do so on (provide date).

The (provide name of City/County/Tribe) made its Fiscal Year 2014 JAG application available to citizens for comment prior to application submission by (provide means of notification); or the application has not yet been made available for public review/comment.

Failure to submit this required information will result in an application being returned in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding of funds special condition at the time of award.

6. Applicant Disclosure of Pending Applications

Applicants are to disclose whether they have pending applications for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation. The disclosure should include both direct applications for federal funding (e.g., applications to federal agencies) and indirect applications for such funding (e.g., applications to state agencies that will subaward federal funds).

OJP seeks this information to help avoid any inappropriate duplication of funding. Leveraging multiple funding sources in a complementary manner to implement comprehensive programs or projects is encouraged and is not seen as inappropriate duplication.

Applicants that have pending applications as described above are to provide the following information about pending applications submitted within the last 12 months:

- the federal or state funding agency
- the solicitation name/project name
- the point of contact information at the applicable funding agency.

Federal or State Funding Agency	Solicitation Name/Project Name	Name/Phone/E-mail for Point of Contact at Funding Agency
DOJ/COPS	COPS Hiring Program	Jane Doe, 202/000-0000; jane.doe@usdoj.gov
HHS/ Substance Abuse & Mental Health Services Administration	Drug Free Communities Mentoring Program/ North County Youth Mentoring Program	John Doe, 202/000-0000; john.doe@hhs.gov

Applicants should include the table as a separate attachment, with the file name “Disclosure of Pending Applications,” to their application. Applicants that do not have pending applications as described above are to include a statement to this effect in the separate attachment page (e.g., “[Applicant Name on SF-424] does not have pending applications submitted within the last 12 months for federally funded grants or subgrants (including cooperative agreements) that include requests for funding to support the same project being proposed under this solicitation and will cover the identical cost items outlined in the budget narrative and worksheet in the application under this solicitation.”).

7. Memorandum of Understanding (if applicable)

Jurisdictions certified as disparate **must** identify a fiscal agent that will submit a **joint application** for the aggregate eligible allocation to all disparate municipalities. The joint application **must** determine and specify the award distribution to each unit of local government and the purposes for which the funds will be used. When beginning the JAG application process, a Memorandum of Understanding (MOU) that identifies which jurisdiction will serve as the applicant/fiscal agent for joint funds **must** be completed and signed by the Authorized Representative for each participating jurisdiction. The signed MOU **must** be attached to the application. For a sample MOU, go to www.bja.gov/Funding/JAGMOU.pdf.

Failure to submit this required information will result in an application being change requested in the Grants Management System (GMS) for inclusion of the missing information OR the attachment of a withholding special condition at the time of award if time does not permit for a change request process.

8. Tribal Authorizing Resolution (if applicable)

Tribes, tribal organizations, or third parties proposing to provide direct services or assistance to residents on tribal lands should include in their applications a resolution, a letter, affidavit, or other documentation, as appropriate, that certifies that the applicant has the legal authority from the tribe(s) to implement the proposed project on tribal lands. In those instances when an organization or consortium of tribes applies for a grant on behalf of a tribe or multiple specific tribes, then the application should include appropriate legal documentation, as described above, from all tribes that would receive services/assistance under the grant. A consortium of tribes for which existing consortium bylaws allow action without support from all tribes in the consortium (i.e., without an authorizing resolution or comparable legal documentation from each tribal governing body) may submit, instead, a copy of its consortium bylaws with the application.

Applicants unable to submit an application that includes a fully-executed (i.e., signed) copy of appropriate legal documentation, as described above, consistent with the applicable tribe’s governance structure, should, at minimum, submit an unsigned, draft version of such legal documentation as part of its application (except in cases in which, with respect to a tribal consortium applicant, consortium bylaws allow action without the support of all consortium member tribes). If receiving funding, BJA will make use of and access to funds will be contingent on receipt of the fully-executed legal documentation.

9. Applicant Disclosure of High Risk Status

Applicants are to disclose whether they are currently designated high risk by another federal grant making agency. This includes any status requiring additional oversight by the federal agency due to past programmatic or financial concerns. If an applicant is designated high risk by another federal grant making agency, you must email the following information to

OJPComplianceReporting@usdoj.gov at the time of application submission:

- The federal agency that currently designated the applicant as high risk;
- Date the applicant was designated high risk;
- The high risk point of contact name, phone number, and email address, from that federal agency; and
- Reasons for the high risk status.

OJP seeks this information to ensure appropriate federal oversight of any grant award. Unlike the Excluded Parties List, this high risk information does not disqualify any organization from receiving an OJP award. However, additional grant oversight may be included, if necessary, in award documentation.

10. Additional Attachments (if applicable)

Research and Evaluation Independence and Integrity

If a proposal involves research and/or evaluation, regardless of the proposal's other merits, in order to receive funds, the applicant must demonstrate research/evaluation independence, including appropriate safeguards to ensure research/evaluation objectivity and integrity.

For purposes of this solicitation, research and evaluation independence and integrity pertains to ensuring that the design, conduct, or reporting of research and evaluation funded by BJA grants, cooperative agreements, or contracts will not be biased by any personal or financial conflict of interest on the part of the investigators responsible for the research and evaluation or on the part of the applicant organization. Conflicts can be either actual or apparent. Examples of potential investigator (or other personal) conflict situations may include those in which an investigator would be in a position to evaluate a spouse's work product (actual conflict), or an investigator would be in a position to evaluate the work of a former colleague (potential apparent conflict). With regard to potential organizational conflicts of interest, as one example, generally an organization could not be given a grant to evaluate a project if that organization had itself provided substantial prior technical assistance to that project, as the organization in such an instance would appear to be evaluating the effectiveness of its own prior work. The key is whether a reasonable person understanding all of the facts would be able to have confidence that the results of any research or evaluation project are objective and reliable. Any outside personal or financial interest that casts doubt on that objectivity and reliability is a problem.

In the attachment dealing with research and evaluation independence and integrity, the applicant should explain the process and procedures that the applicant has put in place to identify and eliminate (or, at the very least, mitigate) potential personal or financial conflicts of interest on the part of its staff, consultants, and/or subrecipients. It should also identify any potential organizational conflicts of interest on the part of the applicant with regard to the proposed research/evaluation. If the applicant reasonably believes that no potential personal or organizational conflicts of interest exist, then the applicant should provide a brief narrative explanation of how and why it reached that conclusion. Documentation that may be helpful in this regard could include organizational codes of ethics/conduct or policies regarding organizational, personal, and financial conflicts of interest.

For situations in which potential personal or organizational conflicts of interest exist, in the attachment, the applicant should identify the safeguards the applicant has or will put in place to eliminate, mitigate, or otherwise address those conflicts of interest.

Considerations in assessing research and evaluation independence and integrity will include, but may not be limited to, the adequacy of the applicant's efforts to identify factors that could affect the objectivity or integrity of the proposed staff and/or the organization in carrying out the research, development, or evaluation activity; and the adequacy of the applicant's existing or proposed remedies to control any such factors.

11. Accounting System and Financial Capability Questionnaire

Any applicant (other than an individual) that is a non-governmental entity and that has not received any award from OJP within the past 3 years must download, complete, and submit this [form](#).

Review Process

OJP is committed to ensuring a fair and open process for awarding grants. BJA reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with the solicitation. BJA will review applications for formula awards to ensure statutory requirements have been met.

Absent explicit statutory authorization or written delegation of authority to the contrary, the Assistant Attorney General will make all final award decisions.

Additional Requirements

Applicants selected for awards must agree to comply with additional legal requirements upon acceptance of an award. OJP encourages applicants to review the information pertaining to these additional requirements prior to submitting an application. Additional information for each requirement can be found at www.ojp.usdoj.gov/funding/other_requirements.htm.

- Civil Rights Compliance
- Civil Rights Compliance Specific to State Administering Agencies
- Faith-Based and Other Community Organizations
- Confidentiality
- Research and the Protection of Human Subjects
- Anti-Lobbying Act
- Financial and Government Audit Requirements
- Reporting of Potential Fraud, Waste, and Abuse, and Similar Misconduct
- National Environmental Policy Act (NEPA)

- DOJ Information Technology Standards (if applicable)
- Single Point of Contact Review
- Non-Supplanting of State or Local Funds
- Criminal Penalty for False Statements
- Compliance with [Office of Justice Programs Financial Guide](#)
- Suspension or Termination of Funding
- Non-profit Organizations
- For-profit Organizations
- Government Performance and Results Act (GPRA)
- Rights in Intellectual Property
- Federal Funding Accountability and Transparency Act of 2006 (FFATA)
- Awards in Excess of \$5,000,000 – Federal Taxes Certification Requirement
- Active SAM Registration
- Policy and Guidance for Approval, Planning, and Reporting of Conferences (including Meetings and Trainings)
- OJP Training Guiding Principles for Grantees and Subgrantees

How to Apply

Applicants must submit applications through the Grants Management System ([GMS](#)), which provides cradle to grave support for the application, award, and management of awards at OJP. Applicants **must register in GMS for each specific funding opportunity**. Although the registration and submission deadlines are the same, OJP urges applicants to **register promptly**, especially if this is their first time using the system. Find complete instructions on how to register and submit an application in GMS at www.ojp.usdoj.gov/gmscbt/. Applicants that experience technical difficulties during this process should e-mail GMS.HelpDesk@usdoj.gov or call 888-549-9901 (option 3), Monday–Friday from 6:00 a.m. to midnight eastern time, except federal holidays. OJP recommends that applicants **register promptly** to prevent delays in submitting an application package by the deadline.

Note on File Types: GMS does not accept executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: “.com,” “.bat,” “.exe,” “.vbs,” “.cfg,” “.dat,” “.db,” “.dbf,” “.dll,” “.ini,” “.log,” “.ora,” “.sys,” and “.zip.”

All applicants should complete the following steps:

1. **Acquire a Data Universal Numbering System (DUNS) number.** In general, the Office of Management and Budget requires that all applicants (other than individuals) for federal funds include a DUNS number in their application for a new award or a supplement to an existing award. A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and differentiating entities receiving federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, one-time activity. Call Dun and Bradstreet at 866-705-5711 to obtain a DUNS number or apply online at www.dnb.com. A DUNS number is usually received within 1-2 business days.
2. **Acquire registration with the System for Award Management (SAM).** SAM is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. OJP requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the SAM database. Applicants must **update or renew their SAM registration annually** to maintain an active status.

Information about SAM registration procedures can be accessed at www.sam.gov.
3. **Acquire a GMS username and password.** New users must create a GMS profile by selecting the “First Time User” link under the sign-in box of the [GMS](http://www.gms.gov) home page. For more information on how to register in GMS, go to www.ojp.usdoj.gov/gmscbt/.
4. **Verify the SAM (formerly CCR) registration in GMS.** OJP requests that all applicants verify their SAM registration in GMS. Once logged into GMS, click the “CCR Claim” link on the left side of the default screen. Click the submit button to verify the SAM (formerly CCR) registration.
5. **Search for the funding opportunity on GMS.** After logging into GMS or completing the GMS profile for username and password, go to the “Funding Opportunities” link on the left side of the page. Select “Bureau of Justice Assistance” and the “Edward Byrne Memorial Justice Assistance Grant (JAG) Program–Local Solicitation.”
6. **Register by selecting the “Apply Online” button associated with the funding opportunity title.** The search results from step 5 will display the funding opportunity title along with the registration and application deadlines for this funding opportunity. Select the “Apply Online” button in the “Action” column to register for this funding opportunity and create an application in the system.
7. **Complete the Disclosure of Lobbying Activities, if applicable.** Any applicant that expends any funds for lobbying activities must provide the detailed information requested on the form, *Disclosure of Lobbying Activities* ([SF-LLL](#)).
8. **Follow the directions in GMS to submit an application consistent with this solicitation.** Once submitted, GMS will display a confirmation screen stating the submission was successful. **Important:** In some instances, applicants must wait for GMS approval before submitting an application. OJP urges applicants to submit the application **at least 72 hours prior** to the application due date.

Note: Duplicate Applications

If an applicant submits multiple versions of an application, BJA will review the most recent version submitted.

Experiencing Unforeseen GMS Technical Issues

Applicants that experience unforeseen GMS technical issues beyond their control that prevent them from submitting their application by the deadline must e-mail your [State Policy Advisor](#) **within 24 hours after the application deadline** and request approval to submit their application. The e-mail must describe the technical difficulties and include a timeline of the applicant's submission efforts, the complete grant application, the applicant's DUNS number, and any GMS Help Desk or SAM tracking number(s). **Note: BJA does not approve requests automatically.** After the program office reviews the submission, and contacts the GMS Help Desk to validate the reported technical issues, OJP will inform the applicant whether the request to submit a late application has been approved or denied. If OJP determines that the applicant failed to follow all required procedures, which resulted in an untimely application submission, OJP will deny the applicant's request to submit their application.

The following conditions are generally insufficient to justify late submissions:

- failure to register in SAM or GMS in sufficient time
- failure to follow GMS instructions on how to register and apply as posted on the GMS Web site
- failure to follow each instruction in the OJP solicitation
- technical issues with the applicant's computer or information technology environment, including firewalls.

Notifications regarding known technical problems with GMS, if any, are posted at the top of the OJP funding Web page at www.ojp.usdoj.gov/funding/solicitations.htm.

Provide Feedback to OJP

To assist OJP in improving its application and award processes, we encourage applicants to provide feedback on this solicitation, the application submission process, and/or the application review/peer review process. Provide feedback to OJPSolicitationFeedback@usdoj.gov.

IMPORTANT: This e-mail is for feedback and suggestions only. Replies are **not** sent from this mailbox. If you have specific questions on any program or technical aspect of the solicitation, **you must** directly contact the appropriate number or e-mail listed on the front of this solicitation document. These contacts are provided to help ensure that you can directly reach an individual who can address your specific questions in a timely manner.

If you are interested in being a reviewer for other OJP grant applications, please e-mail your resume to ojppeerreview@lmbps.com. The OJP Solicitation Feedback email account will not forward your resume. **Note:** Neither you nor anyone else from your organization can be a peer reviewer in a competition in which you or your organization have submitted an application.

Application Checklist

Edward Byrne Memorial Justice Assistance Grant (JAG) Program FY 2014 Local Solicitation

This application checklist has been created to assist in developing an application.

What an Applicant Should Do:

Prior to Registering in GMS:

- _____ Acquire a DUNS Number (see page 21)
- _____ Acquire or renew registration with SAM (see page 21)

To Register with GMS:

- _____ For new users, acquire a GMS username and password* (see page 21)
- _____ For existing users, check GMS username and password* to ensure account access (see page 21)
- _____ Verify SAM registration in GMS (see page 21)
- _____ Search for correct funding opportunity in GMS (see page 21)
- _____ Register by selecting the "Apply Online" button associated with the funding opportunity title (see page 21)

*Password Reset Notice – GMS users are reminded that while password reset capabilities exist, this function is only associated with points of contacts designated within GMS at the time the account was established. Neither OJP or the GMS Help Desk will initiate a password reset unless requested by the authorized official or a designated point of contact associated with an award or application.

General Requirements:

- _____ Review "[Other Requirements](#)" web page

Eligibility Requirement:

- _____ Jurisdiction listed as the legal name on the application corresponds with the eligible jurisdiction listed on BJA's [JAG web page](#)
- _____ Federal amount requested is within the allowable limit of the FY 2014 JAG Allocations List as listed on BJA's [JAG web page](#)

What an Application Should Include:

- _____ Application for Federal Assistance (SF-424) (see page 14)
- _____ Project Abstract (see page 14)
- _____ Program Narrative (see page 15)
- _____ Budget and Budget Narrative (see page 15)
- _____ Review Narrative (see page 15)
- _____ Applicant Disclosure of Pending Applications (see page 16)
- _____ Memorandum of Understanding, if applicable (see page 17)
- _____ Tribal Authorizing Resolution, if applicable (see page 17)
- _____ Applicant Disclosure of High Risk Status (see page 17)
- _____ Research and Evaluation Independence and Integrity, if applicable (see page 18)
- _____ Accounting System and Financial Capability Questionnaire (if applicable) (see page 19)
- _____ Disclosure of Lobbying Activities, if applicable ([SF-LLL](#)) (see page 21)

2014 FLORIDA JAG ALLOCATIONS

Listed below are all jurisdictions in the state that are eligible for FY 2014 JAG funding, as determined by the JAG formula. If your jurisdiction is listed with another city or county government in a shaded area, you are in a funding disparity. In this case, the units of local government must develop a Memorandum of Understanding (MOU) and apply for an award with a single, joint application.

Finding your jurisdiction: (1) Disparate jurisdictions are listed in shaded groups below, in alphabetic order by county. (2) Eligible individual allocations are listed alphabetically below the shaded, disparate groupings.

Counties that have an asterisk (*) under the "Eligible Individual Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA, but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and must be a signatory on the required Memorandum of Understanding (MOU). A sample MOU is provided online at: <https://www.bja.gov/Funding/JAGMOU.pdf>. Disparate jurisdictions do not need to abide by the listed individual allocations, which are provided for information only. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and for documenting individual allocations in the MOU. For additional details regarding the JAG formula and award calculation process, with examples, please refer to the updated JAG Technical report: <https://www.bja.gov/Publications/JAGTechRpt.pdf>.

For JAG Frequently Asked Questions, please refer to BJA's JAG webpage: <https://www.bja.gov/Funding/JAGFAQ.pdf>.

FL	ALACHUA COUNTY	County	\$44,541	
FL	GAINESVILLE CITY	Municipal	\$67,546	\$112,087
FL	BROWARD COUNTY	County	\$23,764	
FL	CORAL SPRINGS CITY	Municipal	\$18,373	
FL	DANIA BEACH CITY	Municipal	\$15,615	
FL	DAVIE TOWN	Municipal	\$27,661	
FL	DEERFIELD BEACH CITY	Municipal	\$29,230	
FL	FORT LAUDERDALE CITY	Municipal	\$112,973	
FL	HALLANDALE BEACH CITY	Municipal	\$24,067	
FL	HOLLYWOOD CITY	Municipal	\$48,059	
FL	LAUDERDALE LAKES CITY	Municipal	\$25,485	
FL	LAUDERHILL CITY	Municipal	\$44,668	
FL	MARGATE CITY	Municipal	\$11,085	
FL	MIRAMAR CITY	Municipal	\$40,264	
FL	NORTH LAUDERDALE CITY	Municipal	\$15,767	
FL	OAKLAND PARK CITY	Municipal	\$24,295	
FL	PEMBROKE PINES CITY	Municipal	\$20,853	
FL	PLANTATION CITY	Municipal	\$21,790	
FL	POMPANO BEACH CITY	Municipal	\$75,138	
FL	SUNRISE CITY	Municipal	\$21,182	
FL	TAMARAC CITY	Municipal	\$13,565	\$613,834
FL	LEON COUNTY	County	\$21,157	
FL	TALLAHASSEE CITY	Municipal	\$127,676	\$148,833
FL	PINELLAS COUNTY	County	\$77,517	
FL	ST PETERSBURG CITY	Municipal	\$190,540	\$268,057
FL	ST LUCIE COUNTY	County	\$19,892	
FL	FORT PIERCE CITY	Municipal	\$36,342	\$56,234

FL	ALTAMONTE SPRINGS CITY	Municipal	\$12,148
FL	APOPKA CITY	Municipal	\$15,109
FL	BAY COUNTY	County	\$26,269
FL	BELLE GLADE CITY	Municipal	\$26,548
FL	BOCA RATON CITY	Municipal	\$13,109
FL	BOYNTON BEACH CITY	Municipal	\$34,747
FL	BRADENTON CITY	Municipal	\$27,484
FL	BREVARD COUNTY	County	\$70,684
FL	CAPE CORAL CITY	Municipal	\$18,728
FL	CASSELBERRY CITY	Municipal	\$13,615
FL	CHARLOTTE COUNTY	County	\$28,370
FL	CITRUS COUNTY	County	\$32,925
FL	CLAY COUNTY	County	\$52,108
FL	CLEARWATER CITY	Municipal	\$58,283
FL	COCOA CITY	Municipal	\$28,471
FL	COLLIER COUNTY	County	\$68,786
FL	COLUMBIA COUNTY	County	\$17,209
FL	CUTLER BAY TOWN	Municipal	\$13,261
FL	DAYTONA BEACH CITY	Municipal	\$59,751
FL	DE LAND CITY	Municipal	\$10,629
FL	DELRAY BEACH CITY	Municipal	\$40,770
FL	ESCAMBIA COUNTY	County	\$143,494
FL	FLAGLER COUNTY	County	\$15,286
FL	FLORIDA CITY	Municipal	\$21,537
FL	FORT MYERS CITY	Municipal	\$56,233
FL	GADSDEN COUNTY	County	\$12,224
FL	GREENACRES CITY	Municipal	\$15,944
FL	HENDRY COUNTY	County	\$16,096
FL	HERNANDO COUNTY	County	\$38,569
FL	HIALEAH CITY	Municipal	\$66,331
FL	HIGHLANDS COUNTY	County	\$13,742
FL	HILLSBOROUGH COUNTY	County	\$187,731
FL	HOMESTEAD CITY	Municipal	\$72,607
FL	INDIAN RIVER COUNTY	County	\$24,877
FL	JACKSON COUNTY	County	\$11,768
FL	JACKSONVILLE BEACH CITY	Municipal	\$15,539
FL	JACKSONVILLE CITY	Municipal	\$400,871
FL	KEY WEST CITY	Municipal	\$14,780
FL	KISSIMMEE CITY	Municipal	\$44,415
FL	LAKE CITY	Municipal	\$14,349
FL	LAKE COUNTY	County	\$40,720
FL	LAKE WORTH CITY	Municipal	\$33,102
FL	LAKELAND CITY	Municipal	\$37,253
FL	LARGO CITY	Municipal	\$32,216
FL	LEE COUNTY	County	\$95,814
FL	LEESBURG CITY	Municipal	\$13,590
FL	MANATEE COUNTY	County	\$115,478
FL	MARION COUNTY	County	\$96,472
FL	MARTIN COUNTY	County	\$25,333
FL	MELBOURNE CITY	Municipal	\$52,969
FL	MIAMI BEACH CITY	Municipal	\$68,128
FL	MIAMI CITY	Municipal	\$369,085
FL	MIAMI GARDENS CITY	Municipal	\$75,695
FL	MIAMI-DADE COUNTY	County	\$503,265
FL	MONROE COUNTY	County	\$12,628

FL	NEW PORT RICHEY CITY	Municipal	\$10,882
FL	NORTH MIAMI BEACH CITY	Municipal	\$23,840
FL	NORTH MIAMI CITY	Municipal	\$44,086
FL	NORTH PORT CITY	Municipal	\$12,249
FL	OCALA CITY	Municipal	\$30,217
FL	OCOE CITY	Municipal	\$11,591
FL	OKALOOSA COUNTY	County	\$41,859
FL	OKEECHOBEE COUNTY	County	\$14,172
FL	OPA-LOCKA CITY	Municipal	\$32,647
FL	ORANGE COUNTY	County	\$395,784
FL	ORLANDO CITY	Municipal	\$194,185
FL	ORMOND BEACH CITY	Municipal	\$16,197
FL	OSCEOLA COUNTY	County	\$63,345
FL	PALATKA CITY	Municipal	\$10,958
FL	PALM BAY CITY	Municipal	\$42,390
FL	PALM BEACH COUNTY	County	\$164,802
FL	PALMETTO CITY	Municipal	\$12,527
FL	PANAMA CITY	Municipal	\$22,220
FL	PASCO COUNTY	County	\$94,599
FL	PENSACOLA CITY	Municipal	\$32,292
FL	PINELLAS PARK CITY	Municipal	\$20,347
FL	PLANT CITY	Municipal	\$12,831
FL	POLK COUNTY	County	\$94,549
FL	PORT ST LUCIE CITY	Municipal	\$29,154
FL	PUTNAM COUNTY	County	\$33,659
FL	RIVIERA BEACH CITY	Municipal	\$39,125
FL	SANFORD CITY	Municipal	\$25,510
FL	SANTA ROSA COUNTY	County	\$16,096
FL	SARASOTA CITY	Municipal	\$36,645
FL	SARASOTA COUNTY	County	\$53,247
FL	SEMINOLE COUNTY	County	\$45,275
FL	ST CLOUD CITY	Municipal	\$10,376
FL	ST JOHNS COUNTY	County	\$37,860
FL	TAMPA CITY	Municipal	\$166,017
FL	TARPON SPRINGS CITY	Municipal	\$10,604
FL	TITUSVILLE CITY	Municipal	\$23,131
FL	VOLUSIA COUNTY	County	\$62,256
FL	WALTON COUNTY	County	\$11,996
FL	WELLINGTON VILLAGE	Municipal	\$10,427
FL	WEST PALM BEACH CITY	Municipal	\$60,207
FL	WINTER GARDEN CITY	Municipal	\$13,514
FL	WINTER HAVEN CITY	Municipal	\$20,018

Local total

\$6,729,876

**2014 BYRNE MEMORIAL JUSTICE ASSISTANCE
LOCAL SOLICITATION GRANT
APPLICATION FOR GOVERNING BODY REVIEW & COMMENT**

On June 10, 2014, the Broward County application for U.S. Department of Justice's FY 2013 Justice Assistance Local Solicitation Grant Program is due. The Byrne Memorial Justice Assistance Grant is the primary provider of federal criminal justice funding to state and local jurisdictions. As the lead agency for this countywide grant program, it is the Broward Sheriff's Office's responsibility to make the grant application available for review and comment by the governing body, which is the County Board of Commissioners, prior to the application deadline. *No formal action by the Board is required at this time.*

Eighteen municipalities and BSO are eligible for 2014 JAG Local Solicitation award totaling \$613,834.00. Designated by the U.S. Department of Justice as a disparate county grantee, each of the 18 municipalities and BSO can develop its own individual grant project or elect to participate in multi-jurisdictional law enforcement projects. Municipalities have until September 30, 2016 to complete their projects and there is no matching funds requirement. A majority of the municipalities have elected BSO to serve as the lead agent and to use 7.23% of the award for administration, which is BSO's U.S. DOJ-approved indirect cost allowance. BSO will submit a single application on behalf of the county and eighteen disparate municipalities administer the grant funds and file the required reports. What follows are the allocations, less the 7.23% indirect cost allowance for each of the eighteen jurisdictions and BSO. A brief narrative on each city's proposed project will follow for your final review in August.

<u>Broward County/BSO</u>	<u>\$23,764.00</u>
<u>City of Coral Springs</u>	<u>\$18,373.00</u>
<u>City of Dania Beach</u>	<u>\$15,615.00</u>
<u>Town of Davie</u>	<u>\$27,661.00</u>
<u>City of Deerfield Beach</u>	<u>\$29,230.00</u>
<u>City of Fort Lauderdale</u>	<u>\$112,973.00</u>
<u>City of Hallandale Beach</u>	<u>\$24,067.00</u>
<u>City of Hollywood</u>	<u>\$48,059.00</u>

<u>City of Lauderdale Lakes</u>	<u>\$25,485.00</u>
<u>City of Lauderhill</u>	<u>\$44,668.00</u>
<u>City of Margate</u>	<u>\$11,085.00</u>
<u>City of Miramar</u>	<u>\$40,264.00</u>
<u>City of North Lauderdale</u>	<u>\$15,767.00</u>
<u>City of Oakland Park</u>	<u>\$24,295.00</u>
<u>City of Pembroke Pines</u>	<u>\$20,853.00</u>
<u>City of Plantation</u>	<u>\$21,790.00</u>
<u>City of Pompano Beach</u>	<u>\$75,138.00</u>
<u>City of Sunrise</u>	<u>\$21,182.00</u>
<u>City of Tamarac</u>	<u>\$13,565.00</u>

This correspondence is being provided to the Board of Commissioners at this time and to allow Commissioners the opportunity to provide input into the county's application. Should any member of the Board have any questions concerning the 2013 Byrne Memorial Justice Assistance Local Solicitation Grant Program, please contact BSO Grants Coordinator, Norma McGraw at (954) 321-4473; email norma_mcgraw@sheriff.org. For details or to provide input to individual municipalities' projects or application, contact the participating municipality's police chief.

Thank you for your attention to this matter.





Attachment: *Edward Byrne Memorial Justice Assistance Grant (JAG) Program
FY 2013 Local Solicitation Announcement (emailed on 4-28-14)*



Title - TR12489 Land Acquisition - 7200 N University Drive

Item No. 6 (e) on the Consent Agenda. (TR12489) A Resolution of the City Commission of the City of Tamarac, Florida approving and authorizing the proper City Officials to execute that certain real estate Purchase and Sale Contract for the purchase of real property located at 7200 N. University Drive, Tamarac, Florida; attached hereto as Exhibit "A" and incorporated herein; providing for the approval of the contract and authorizing the proper City Officials to consummate the transaction contemplated by the contract for purchase and sale; providing for conflicts; providing for severability; and providing for an effective date. - **Financial Services Director Mark Mason and Fire Chief Mike Burton**

ATTACHMENTS:

Description	Upload Date	Type
 TR 12489 Land Acquisition Memo	5/21/2014	Cover Memo
 TR 12489 Land Acquisition Resolution	5/20/2014	Resolution
 TR 12489 Land Acquisition - Attachment A	5/20/2014	Exhibit
 TR 12489 Land Acquisition - Exhibit A	5/20/2014	Exhibit

**CITY OF TAMARAC
INTEROFFICE MEMORANDUM
CITY MANAGER'S OFFICE**

**TO: Michael C. Cernech,
City Manager**

DATE: May 20, 2014

FROM: Mark Mason, 
Director of Financial Services

**RE: TR12489 Authorizing the
Execution of Documents for the
Acquisition of the Building and
Land at 7200 N. University Dr.**

Recommendation:

Place the above referenced item on the May 28, 2014 Commission Agenda for approval.

Issue:

In order to provide for the appropriate location of a Fire Rescue Station on University Drive in accordance with studies prepared for the Fire Department and reduce response times to the area along and east of University Dr. and north of McNab Road, it is necessary to acquire land to construct such a facility.

Background:

In order to meet or exceed national industry standards, the Fire Rescue Department has used software to evaluate the calls for service and response times continually over the past four years with the most recent data as of June 13, 2013. This software and evaluation allows for the modeling of response times. The Northeastern section of the City, specifically the area east of University Dr., South of Southgate Boulevard and North of McNab Road are currently underserved with EMS related call average response times in excess of 6 minutes and 59 seconds versus 5 minutes and 36 seconds average response times for the remainder of the City. In order to foster a regional approach, and facilitate response times citywide the City has entered into Automatic Aid Agreements with surrounding cities including Coral Springs and North Lauderdale. Despite these efforts, response times in this particular area have remained higher than average.

Construction of a Fire Rescue Station in the area described above will markedly improve Fire/EMS related call responses times by approximately 1 minute and 23 seconds, or an eighteen percent (18%) decrease. Once a permanent facility is completed, it is anticipated that both a fire truck and an EMS unit will be stationed at the site and the crew will use the unit that best meets the need at time of dispatch.

The property in question is located at the corner of 72nd Street and University Drive, generally known as the Piccadilly site. The property consists of +/- 3.41 acres or approximately 148,540

square feet. The site currently has a building on it and the site is fully improved with parking and trees.

The existing environment for property valuation continues to provide an ideal time to acquire land. The subject property is in an area that is part of the Redevelopment Study (known as Medical Mile) and is directly across the street from the Hospital. Staff recommends that the site be acquired, the facilities on site be demolished and the easternmost one acre be used to site the Fire Rescue Station. This will leave the frontage +/- 2.41 acres with access off of University to be marketed for economic development with an eye towards ultimately redeveloping the area included in the Redevelopment Study. It is anticipated that a portion of the front +/- 2.41 acres may be used as a temporary station while the fixed fire station is being built. In this interim period, only a rescue/ambulance will be stationed at the site. This will allow for an immediate reduction in Fire/EMS response times as noted above.

The contract calls for a purchase price of \$1,200,000 or \$8.08 per square foot, or \$195,000 below the asking price of \$1,395,000 or \$9.39 per square foot. The City obtained two appraisals one of which is valued of \$1,340,000, and the other at \$1,207,000. Since the appraisals are indicative of market value the purchase price is below market value.

Following is the summary of the agreement:

Purchase Price:	\$1,200,000
Deposit:	\$ 50,000
Due at Closing	\$1,150,000

Inspection Period: 60 days

Right to terminate: Any time during inspection period with written notice – refund of deposit.

Closing: On or before 10 days subsequent to the expiration of the inspection period.

The City has obtained a survey of the property as well as a phase 1 environmental assessment indicating the property is free of contaminants. Closing costs will also include title insurance premium for owner's title insurance, recording fees, etc. Also, the resolution authorizes appropriate staff to take all necessary action to finalize the transaction upon approval of this resolution.

In addition, Lake Colony of Tamarac, the community directly to the east of the property, has provided an endorsement of the project (Attachment A).

Fiscal Impact

Funding in the amount of \$942,625 is available in Project GP13D University Fire Station. The remaining amount, \$400,000 including closing costs and future demolition costs estimated at \$70,000 will be provided for in a transfer from the Fire Rescue Fund. The transfer for funds will be included in the second budget amendment in November 2014.

Attachment

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA APPROVING AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE THAT CERTAIN REAL ESTATE PURCHASE AND SALE CONTRACT FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 7200 N. UNIVERSITY DRIVE, TAMARAC, FLORIDA; ATTACHED HERETO AS EXHIBIT "A" AND INCORPORATED HEREIN; PROVIDING FOR THE APPROVAL OF THE CONTRACT AND AUTHORIZING THE PROPER CITY OFFICIALS TO CONSUMMATE THE TRANSACTION CONTEMPLATED BY THE CONTRACT FOR PURCHASE AND SALE; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission deems it to be in the best interests of the City to approve and authorize the proper city officials to execute that certain Real Estate Purchase and Sale Contract for the purchase of real property located at 7200 N. University Drive, Tamarac, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA:

Section 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct, and are incorporated herein by this reference. All exhibits attached hereto are incorporated herein and made a specific part of this resolution.

Section 2: The City Commission of the City of Tamarac, Florida hereby approves and authorizes the proper city officials to execute that certain Real Estate Purchase and Sale Contract for the purchase of real property located at 7200 N.

University Dr., Tamarac, Florida; a copy of the Real Estate Purchase and Sale Contract is attached hereto as Exhibit "A".

Section 3: The City Commission hereby authorizes and directs the appropriate City Officials to do all things necessary and expedient to effectuate the intent of this Resolution.

Section 4: All resolutions inconsistent or in conflict herewith shall be and are hereby repealed insofar as there is conflict or inconsistency.

Section 5: If any section, sentence, clause, or phrase of this resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining portions of this resolution.

Section 6: This resolution shall become effective upon its passage and adoption by the City Commission.

**PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF TAMARAC,
FLORIDA THIS ____ DAY OF _____, 2014.**

CITY OF TAMARAC FLORIDA

HARRY DRESSLER, MAYOR

ATTEST:

PATRICIA TEUFEL, CMC
CITY CLERK

I HEREBY CERTIFY THAT I HAVE
APPROVED THIS RESOLUTION
AS TO FORM

SAMUEL S. GOREN
CITY ATTORNEY

2014 APR 21 PM 1:03

RECEIVED
CITY OF TAMARAC
CITY MANAGER
Lake Colony of Tamarac
Board of Directors
Ms. Toni Borzilleri, President
7257 Solandra Lane
Tamarac, FL 33321

4/18/14

Mr. Mike Cernach, City Manager
City of Tamarac
7525 NW 88th Avenue
Tamarac, FL 33321

Dear Mr. Cernach,

Our Board of Directors has recently met with Assistant Chiefs Percy Sayles and Jeff Moral regarding the proposal to situate a Fire Station at the old Picadilli Restaurant lot at the corner of University Dr. and Brookwood Blvd. behind which our community is located.

Please be advised that we are unanimously in favor of such a plan and will provide whatever support such a plan may need in order to become a reality. We are planning a community-wide meeting soon to present this proposal to all our residents and look forward to having the Chiefs present to address any questions. We will advise you of the date should you wish to be present.

If you require any additional information, please do not hesitate to contact me by phone 954-722-5107 or email dollyb10@bellsouth.net.

Thank you,



Toni Borzilleri, President

Rae Ruggiere, Vice-president
Patricia Bouchette, Treasurer
Dr. H. Roberta Arrigo, Secretary
Elly Brodsky, Board Member at Large

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made by and between the City of Tamarac, a Florida municipal corporation (hereinafter referred to as "PURCHASER") and Piccadilly Restaurants, LLC, a Delaware Limited Liability Company (hereinafter referred to as "SELLER").

WITNESSETH

In consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **DEFINITIONS.** The following terms when used in this Agreement shall have the following meanings:

1.1 **Property.** That certain unimproved real property located in the City of Tamarac, Florida (the "Property"), more particularly described as follows:

Parcel A, PICCADILLY CAFETERIA, according to the plat thereof as recorded in Plat Book 115, Page 37, of the Public Records of Broward County, Florida.

1.2 **Closing Date.** The Closing Date shall occur on or before Ten (10) days subsequent to the expiration of the Inspection Period, as more fully set forth in Section 12 of this Agreement.

1.3 **Deed.** A Special Warranty Deed, in its statutory form, which shall convey the Property from SELLER to PURCHASER.

1.4 **Earnest Money.** The sum of Fifty Thousand and 00/100 (\$50,000.00) Dollars delivered as escrow deposit from PURCHASER to Escrow Agent, pursuant to Section 2.1 set forth herein.

1.5 **Effective Date.** The Effective Date of this Agreement shall be the date upon its execution by the last of either the SELLER or the PURCHASER.

1.6 **SELLER'S Address.** SELLER'S mailing address 4150 S Sherwood Forest Blvd., Baton Rouge, LA 70816.

1.7 **PURCHASER'S Address.** PURCHASER'S mailing address is 7525 NW 88th Avenue, Tamarac, Florida 33321. Attention: Mark Mason, Director of Financial Services, with copy to Donald J. Doody, Esquire, Goren, Cherof, Doody & Ezrol, P.A., at 3099 East Commercial Boulevard, Suite 200, Florida 33308.

1.8 **Other Definitions.** The terms defined in any part of this Agreement shall have the defined meaning wherever capitalized herein. Wherever appropriate in this Agreement, the singular shall be deemed to refer to the plural and the plural to the singular, and pronouns of each gender shall be deemed to comprehend either or both of the other genders.

2. **PURCHASE PRICE.** Subject to the provisions of this Agreement, SELLER hereby agrees to sell to PURCHASER, and PURCHASER hereby agrees to purchase from SELLER, the Property for the total Purchase Price of **One Million Two Hundred Thousand and 00/100 (\$1,200,000.00) Dollars (USD)** and upon and subject to the terms and conditions hereinafter set forth.

2.1 **Earnest Money.** Concurrently with the execution of this Agreement, PURCHASER shall deposit and cause to be placed in an escrow account maintained by Goren, Cherof, Doody & Ezrol, P.A. ("Escrow Agent") the amount of Fifty Thousand and 00/100 (\$50,000.00) Dollars ("Earnest Money").

2.2 **Balance of Purchase Price.** PURCHASER shall pay the balance of the Purchase Price (\$1,150,000.00) to SELLER, through Escrow Agent, at Closing by wire transfer of immediately available funds.

3. **INSPECTIONS.** PURCHASER shall have through 5:00 p.m. (prevailing eastern time) on the sixtieth (60th) day after the Effective Date to perform inspections of the Property as the PURCHASER deems necessary ("Inspection Period"). During the Inspection Period, PURCHASER shall, at its sole cost and expense, determine that utility services including, water, waste water, electric, telephone and all other utilities are available in the proper size and capacity to serve the existing facilities and installed to the property lines. At all times during the Inspection Period, PURCHASER and its agents shall be provided with reasonable access during normal business hours to the Property for purposes of on-site inspection, upon reasonable prior notice to SELLER. The scope of the inspection contemplated herein shall be determined by the PURCHASER as deemed appropriate under the circumstances. PURCHASER agrees to indemnify and hold SELLER harmless from any losses, claims, costs, and expenses, including reasonable attorneys' fees, which may result from or be connected with any acts or omissions of PURCHASER, its representatives, agents, consultants, and/or contractors, during inspections that are done on the Property in connection with PURCHASER'S due diligence. PURCHASER'S indemnity obligation in the previous sentence shall survive the expiration or termination of this Agreement for nine (9) months. This Agreement is contingent upon PURCHASER, at PURCHASER'S sole cost and expense, obtaining and accepting a satisfactory Phase I Environmental Audit. PURCHASER shall obtain the prior written consent of SELLER, which consent may not be unreasonably withheld, before PURCHASER performs or causes to be performed any invasive testing on the Property including, without limitation, a Phase II Environmental Assessment. If PURCHASER determines that the Property is unacceptable to PURCHASER, PURCHASER shall have the right to terminate this Agreement by providing SELLER with a notice of termination prior to the expiration of the Inspection Period. Upon receipt of PURCHASER'S cancellation notice, Escrow Agent shall promptly refund the Earnest Money to PURCHASER and the parties shall have no further rights or obligations pursuant to this Agreement, except for any or indemnity obligations or other matters that expressly survive this Agreement. Within five (5) days after the Effective Date, SELLER shall provide PURCHASER with the following information relating to the Property which is in the SELLER'S possession, custody or control (and which was generated at the request of SELLER or obtained by SELLER as owner of the Property): all surveys, building plans, title documents, topographical maps, soil borings reports, traffic studies, environmental reports, site planning concepts, permits, leases, project approvals, property tax bills.

4. **PURCHASER'S RELIANCE ON ITS INVESTIGATIONS.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR SELLER'S REPRESENTATIONS AND WARRANTIES CONTAINED IN SECTION 6 OF THIS AGREEMENT AND THE WARRANTIES OF TITLE CONTAINED IN THE SPECIAL WARRANTY DEED:

4.1 THE PROPERTY WILL BE SOLD ON AN "AS-IS, WHERE-IS, AND WITH ALL FAULTS" BASIS. PURCHASER, FOR ITSELF AND ITS ASSIGNS AND TRANSFEREES, ACCEPTS ALL FAULTS OF THE PROPERTY WHETHER KNOWN OR UNKNOWN, PRESENTLY EXISTING OR THAT MAY HEREAFTER ARISE. PURCHASER, FOR ITSELF AND ITS ASSIGNS AND TRANSFEREES, ACKNOWLEDGES AND AGREES THAT SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OR AS TO, CONCERNING OR WITH RESPECT TO (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, (ii) THE INCOME TO BE DERIVED FROM THE PROPERTY, (iii) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH PURCHASER MAY CONDUCT THEREFROM, (iv) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY, (v) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (vi) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, (vii) THE MANNER, QUALITY, STATE OF REPAIR OR LACK OF REPAIR OF THE PROPERTY, (viii) THE EXISTENCE OF ANY VIEW FROM THE PROPERTY OR THAT ANY EXISTING VIEW WILL NOT BE OBSTRUCTED IN THE FUTURE, (ix) SERVICE OF THE PROPERTY BY WATER, POWER AND/OR ANY OTHER UTILITY, (x) THE ZONING OF THE PROPERTY OR (xi) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY.

4.2 UPON CLOSING, PURCHASER, FOR ITSELF AND ITS ASSIGNS AND TRANSFEREES, WILL BE DEEMED TO ACCEPT THE PROPERTY IN ITS EXISTING ENVIRONMENTAL CONDITION AND WAIVE, DISCHARGE, AND RELEASE SELLER PARTIES FROM ANY AND ALL CLAIMS IN CONNECTION WITH THE PROPERTY RESULTING FROM VIOLATIONS BY PURCHASER, ITS REPRESENTATIVES, AGENTS, CONSULTANTS, AND/OR CONTRACTORS, OF ANY ENVIRONMENTAL LAWS, ORDINANCES, STATUTES, CODES, RULES, REGULATIONS, JUDGMENTS, RULINGS, ORDERS AND DECREES, OR THE LIKE, ENACTED, PROMULGATED, OR DECREED BY THE UNITED STATES, THE STATES, THE COUNTIES, THE CITIES OR ANY OTHER POLITICAL SUBDIVISIONS PROPERLY EXERCISING JURISDICTION OVER THE PROPERTY.

4.3 UPON CLOSING, PURCHASER, FOR ITSELF AND ITS ASSIGNS AND TRANSFEREES, WILL BE DEEMED TO HAVE ACKNOWLEDGED AND AGREED THAT (I) PURCHASER WAS GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND THAT PURCHASER RELIED SOLELY ON PURCHASER'S OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER, AND (II) ANY INFORMATION PROVIDED OR TO BE PROVIDED BY OR ON BEHALF OF SELLER WITH RESPECT TO THE PROPERTY INCLUDING, WITHOUT LIMITATION, ALL INFORMATION CONTAINED IN ANY PROPERTY INFORMATION PACKAGE PREVIOUSLY MADE AVAILABLE TO PURCHASER BY SELLER AND WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATIONS OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATION AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. PURCHASER FOR ITSELF AND ITS ASSIGNS AND TRANSFEREES, FURTHER REPRESENTS THAT PURCHASER IS AWARE OF ALL LAWS, ORDINANCES

AND REQUIREMENTS AFFECTING THE USE, CONDITION, AND OWNERSHIP OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, ALL APPLICABLE ZONING AND LAND USE REGULATIONS.

4.4 UPON CLOSING, PURCHASER FOR ITSELF AND ITS ASSIGNS AND TRANSFEREES, AND ANYONE CLAIMING BY, THROUGH OR UNDER PURCHASER WILL BE DEEMED TO FULLY AND IRREVOCABLY RELEASE SELLER PARTIES FROM ANY AND ALL PRESENT OR FUTURE CLAIMS AGAINST SELLER PARTIES FOR ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY CONSTRUCTION DEFECTS, ERRORS, OMISSIONS OR OTHER CONDITIONS REGARDING THE IMPROVEMENTS, OR ANY PART THEREOF, LOCATED ON THE PROPERTY.

4.6 Survival. SELLER and PURCHASER acknowledge that the purchase price to be paid by PURCHASER to SELLER for the Property reflects that the Property is being sold subject to the provisions of Sections 4.1 through 4.4, inclusive, of this Agreement, and SELLER and PURCHASER agree that the provisions of Sections 4.1 through 4.4, inclusive, of this Agreement shall survive indefinitely any closing or termination of this Agreement and shall not be merged into the closing documents.

5. SELLER'S REPRESENTATIONS. SELLER represents and warrants to PURCHASER as follows:

5.1 "Knowledge" as used in this Agreement shall mean the actual knowledge of Thomas J. Sandeman, President of SELLER.

5.2 SELLER has no actual Knowledge of any pending litigation, claim, action or proceeding against SELLER arising out of the ownership of the Property by any organization, person, individual or governmental agency which would affect (as to any threatened litigation, claim, action or proceeding, in a materially adverse fashion) the use, occupancy or value of the Property or any part thereof.

5.3 SELLER has full power and authority to enter into this Agreement and to assume and perform its obligations hereunder in this Agreement. SELLER does not and will not conflict with or result in the breach of any condition or provision, or constitute a default under, or result in the creation or imposition of any lien, charge, or encumbrance upon any of the Property or assets of the SELLER by reason of the terms of any contract, mortgage, lien, lease, agreement, indenture, instrument or judgment to which the SELLER is a party of which is or purports to be binding upon the SELLER or which affects the SELLER: no action by any federal, state or municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon the SELLER in accordance with its terms.

5.4 SELLER represents that it will not, between the Effective Date and the Closing, except in the ordinary course of business, create or cause any encumbrances on the Property unless required by law, ordinance, rule, regulation, order, or existing document to which SELLER is bound, or the like. For purposes of this provision the term "encumbrances" shall mean any liens, claims, options, or other encumbrances, encroachments, rights-of-way, leases, easements, covenants, conditions or restrictions.

5.6 SELLER represents that there are no parties other than SELLER in possession of the Property or any portion of the Property as a lessee.

5.7 SELLER shall not negotiate any offers to purchase the Property while this Agreement is in effect. SELLER shall use its best efforts to maintain the Property in its present condition so as to ensure that it shall remain substantially in the same condition from the conclusion of the Inspection Period to the Closing Date.

All of the representations, warranties and covenants of SELLER contained in this Agreement delivered to PURCHASER in connection with the transaction contemplated herein shall be true and correct in all material respects and not in default at the time of Closing, just as though they were made at such time. SELLER shall provide immediate notice to PURCHASER as to any changes to the above representations. Seller's representation in this Section shall survive for six (6) months after the Closing.

6. EVIDENCE OF TITLE.

6.1 Title to the Property. SELLER shall convey to PURCHASER at Closing, by delivery of a Special Warranty Deed, title to the subject Property subject only to the Permitted Exceptions (defined herein). PURCHASER shall, within ten (10) days of the commencement of the Inspection Period, secure a title insurance commitment for title insurance for the Property issued by a title insurance underwriter approved and selected by PURCHASER for the Property. The costs and expenses relative to the issuance of a title commitment and an owner's title policy (and lender's policy, if applicable) shall be borne solely by the PURCHASER.

6.2 Objections to Title; Cure. PURCHASER shall have ten (10) days (the "Title Objection Period") from the date of receiving said commitment to examine the title commitment and any survey and to notify SELLER of any objections to title that could have been raised through the Title Objection Period ("Title Objections"). SELLER shall notify PURCHASER within ten (10) days after SELLER receives the Title Objections, which, if any, Title Objections SELLER will attempt to cure. PURCHASER may make further examinations of title and may object to matters of title arising after the earlier of the last date of the Title Objection Period or the date of the title commitment and until the Closing ("Subsequent Title Objections"). Within three (3) days (or by the Closing) after SELLER receives the Subsequent Title Objections from PURCHASER, SELLER shall notify PURCHASER which, if any, Subsequent Title Objections SELLER elects to cure. SELLER shall have through the Closing to cure the Title Objections or Subsequent Title Objections it elects to cure. . Within three (3) days prior to closing, SELLER shall send to PURCHASER a notice indicating the status of SELLER'S attempts to cure the Title Objections or Subsequent Title Objections SELLER elected to cure. If SELLER shall be unable or unwilling to cure all Title Objections or Subsequent Title Objection it elected to cure, then PURCHASER may (a) terminate this Agreement by written notice to the SELLER, in which event all instruments and monies held by the Escrow Agent shall be immediately returned to PURCHASER; or (b) proceed to close the transaction contemplated herein, without a reduction in the purchase price, despite the uncured Title Objections or Subsequent Title Objections. SELLER'S unwillingness or inability to cure Title Objections or Subsequent Title Objection shall not constitute a breach of this Agreement or a default hereunder.

6.3 Survey and Legal Description. Within ten (10) days of the commencement of the Inspection Period, PURCHASER at its own expense shall order a survey prepared by a registered land surveyor or engineer licensed in the State of Florida showing the boundaries of the land, and the location of any easements thereon and certifying the number of acres (to the nearest one thousandth acre) of land contained in the Property, all buildings, improvements and encroachments.. The survey and legal description shall be prepared and certified by a surveyor licensed and registered in the State of Florida

and shall comply with the requirements of the survey map established in connection with the issuance of an owner's title insurance policy on the Land. The survey shall be certified to PURCHASER and the title insurance company issuing the title insurance.

6.4 "Permitted Exceptions" include any (i) Title Objections or Subsequent Title Objections which are not timely objected to by PURCHASER, (ii) Title Objections or Subsequent Title Objections which are waived or deemed waived by PURCHASER, (iii) matters of record not objected to by PURCHASER.

7. **PURCHASER'S REPRESENTATIONS.** PURCHASER hereby represents and warrants to the best of its knowledge that all of the following are true and correct:

7.1 PURCHASER has full power and authority to enter into, execute, and deliver this Agreement and to assume and perform all of its obligations hereunder.

7.2 Neither the execution of this Agreement nor the consummation of the transactions contemplated hereby will: (i) result in a breach of, or default under, any agreement to which PURCHASER is a party or by which the Property is bound, or (ii) violate any restrictions to which PURCHASER is subject.

7.3 The execution and delivery of this Agreement and the performance by PURCHASER of the obligations hereunder have been duly authorized by the pertinent governmental authorities in compliance with Chapter 166 of the Florida Statutes, the City of Tamarac Charter and Code of Ordinances, as may be required, and no further action or approval is required in order to constitute this Agreement as a binding obligation of the PURCHASER.

7.4 Except as otherwise provided for in this Agreement, no action by any federal, state, municipal or other governmental department, commission, board, bureau or instrumentality is necessary to make this Agreement a valid instrument binding upon PURCHASER in accordance with its terms and conditions.

All of the representations, warranties and covenants of PURCHASER contained in this Agreement delivered to SELLER in connection with the transaction contemplated herein shall be true and correct in all material respects and not in default at the time of Closing, just as though they were made at such time. Purchaser's representation in this Section shall survive for six (6) months after the Closing

8. **CONDITIONS PRECEDENT TO CLOSING.** Each of the following events or occurrences ("Conditions Precedents") shall be a condition precedent the closing of this transaction:

8.1 **PURCHASER'S Conditions.**

- a) SELLER has performed all covenant, agreements and obligations, and complied with all conditions required by this Agreement;
- b) All of SELLER'S representations and warranties made in this Agreement shall be true and correct in all material respects as of the Closing and SELLER shall have performed in all material respects all of its covenants and other obligations under this Agreement; and
- c) No order or injunction of any court or administrative agency of competent jurisdiction nor any statute, rule, regulation or executive order promulgated by any governmental authority of competent jurisdiction shall be in effect as

of the Closing which restrains or prohibits the transfer of the Property or the consummation of any other transaction contemplated hereby.

8.2 SELLER'S Conditions.

- a) PURCHASER has deliver all document required by this agreement;
- b) PURCHASER, paid the Earnest Money and the balance of the purchase price to Escrow Agent pursuant to this Agreement, Escrow has agreed, in writing, to deliver to SELLER at the Closing the purchase price, plus or minus applicable prorations and/or adjustments as provided in this Agreement, in immediately available funds;
- c) All of PURCHASER'S representations and warranties made in this Agreement shall be true and correct in all material respects as of the Closing and PURCHASER shall have performed in all material respects all of its covenants and other obligations under this Agreement; and
- d) No order or injunction of any court or administrative agency of competent jurisdiction nor any statute, rule, regulation or executive order promulgated by any governmental authority of competent jurisdiction shall be in effect as of the Closing which restrains or prohibits the transfer of the Property or the consummation of any other transaction contemplated hereby.

9. CONTINGENCIES. PURCHASER'S closing obligation under this Agreement is also contingent upon the City Commission of the City of Tamarac authorizing the transaction contemplated by this Agreement (which authorization is dependent, in part, on the City Commission of the City of Tamarac receiving two (2) acceptable appraisals on the Property).

10. RISK OF LOSS. If, after Effective Date but before closing, the Property is damaged by fire or other casualty, or both, cost of restoration is an obligation of SELLER.

11. CLOSING DOCUMENTS. At closing, SELLER shall deliver to PURCHASER a Special Warranty Deed, Bill of Sale, if applicable, Owner's Affidavit, Non-Foreign Certification in accordance with Section 1445 of the Internal Revenue Code, 1099-S Form, and any documents reasonably required by the title insurer.

At closing, PURCHASER shall deliver to Escrow Agent or SELLER, as applicable: a wire transfer in the full amount of the balance of the Purchase Price in accordance to Section 2 of this Agreement; an executed itemized settlement/closing statement prepared in connection with the Closing to be reasonably agreed upon by the parties; documentation reasonably required by SELLER'S counsel showing that PURCHASER has the authority to enter into this Agreement and to execute and deliver the Closing documents contemplated herein and to accept title to the Property; and any other documents, instruments or certificates reasonably required to be delivered to consummate the transaction contemplated hereby.

12. CLOSING COSTS, TAXES AND PRORATIONS.

12.1 Ad Valorem Taxes. PURCHASER and SELLER shall comply with Section 196.295, Florida Statutes, with respect to the payment of prorated ad valorem taxes for the year of closing into escrow with the Broward County Revenue Collector's office. In the event that, following the Closing, the actual amount of assessed real property tax on the Property for the current year is higher than any estimate of such tax used for purposes of the Closing, the parties shall re-prorate any amounts paid or credited based on such estimate as if paid in November. This shall survive the Closing.

12.2 Seller's Closing Costs. SELLER shall pay for the following items prior to or at the time of closing:

- a) Any costs related to remedying Title Objections and Subsequent Title Objections;
- b) Documentary Stamps of the Special Warranty Deed as provided under Chapter 201, Florida Statutes;
- c) SELLER'S attorneys' fees and costs; and
- d) Broker fees and costs.

12.3 Purchaser's Closing Costs. PURCHASER shall pay for the following items prior to or at the time of Closing:

- a) All fees, costs, and expenses associated with PURCHASER'S due diligence, including, without limitation, the fees, costs, and expenses incurred in connection with any appraisals, survey, environmental reports (phase I and phase II), consultants;
- b) Recording fees of the Special Warranty Deed and any PURCHASER'S loan related documents (and any associated fees or costs concerning the recordation of any lender's documents);
- c) Title insurance premium for the owner's title insurance policy and any endorsements (and any lender's title insurance policy, if applicable)) on the Property; and
- d) PURCHASER'S attorneys' fees and costs.

13. CLOSING DATE AND PLACE. The Closing shall take place on or before Ten (10) days after the expiration of the Inspection Period at the law offices of Goren, Cherof, Doody & Ezrol, P.A located at 3099 East Commercial Boulevard, Suite 200, Fort Lauderdale, Florida 33308. The Closing will be an escrow closing for SELLER.

14. DEFAULT. In the event of default of this Agreement by SELLER, PURCHASER shall have the election of the following remedies, which shall include the return of the Earnest Money as liquidated damages, or equitable relief to enforce the terms and conditions of this Agreement either through a decree for specific performance or injunctive relief.

If the PURCHASER shall fail or refuse to consummate the transaction in accordance with the terms and provisions of this Agreement, all monies on deposit with Escrow Agent shall be immediately forfeited to SELLER as agreed upon liquidated damages and PURCHASER shall have no other responsibility or liability of any kind to SELLER by virtue of such default (it being understood and agreed that any SELLER indemnity obligations stated to survive shall survive termination of this Agreement). SELLER'S sole and entire remedy shall be restricted to retention of the Earnest Monet.

In the event of any willful default or intentional or knowing misrepresentation by SELLER or PURCHASER, then in addition to the foregoing remedies, either party shall be entitled to recover from the other party such non-defaulting party's reasonable attorneys' fees and reasonable out-of-pocket costs and expenses incurred in connection with this transaction.

15. BROKER: SELLER represents and warrants that SELLER has not dealt with any broker or other finder other than William R. Strauss ("Strauss") of CBRE, Inc. ("CBRE", and together with Strauss, collectively and each of them, "Broker") in connection with the sale to PURCHASER of the

Execution Copy

Property. SELLER will indemnify and hold harmless PURCHASER from and against any and all claims, loss, liability, cost and expenses (including reasonable counsel fees) resulting from any claims that may be made against PURCHASER by any broker or person, including, without limitation, Broker, claiming a commission, fee or other compensation from PURCHASER by reason of this transaction, if such claim arises by or on account of any act of SELLER or SELLER'S representatives. PURCHASER represents and warrants that neither PURCHASER nor any of its affiliates or any of their respective directors, officers, partners, managers or members have dealt with anyone acting as broker, finder, financial advisor or in any similar capacity in connection with this Agreement or any of the transactions contemplated hereby. PURCHASER shall indemnify, defend and hold harmless SELLER from any and all claims, actions, liabilities, losses, damages and expenses, including reasonable attorneys' fees and disbursements, which may be asserted against or incurred by SELLER arising from a breach of PURCHASER's representation contained in this Section 15. The indemnity obligations of SELLER and PURCHASER contained in this Section 15 shall survive the Closing. .

16. **ENFORCEABILITY.** If any provision in this Agreement shall, notwithstanding the preceding sentence, be held illegal or unenforceable, such illegality or unenforceability shall not affect any other provision of this Agreement.

17. **NOTICE.** Any and all notices, requests, demands, deliveries, or communications required to be given to another party under this Agreement shall be in writing and shall be delivered (i) in person, (ii) by a nationally recognized overnight carrier that guarantees next day delivery and provides a receipt, (iii) United States first class certified mail, return receipt requested. Any notice or delivery shall be effective only upon receipt (or refusal by the intended recipient to accept delivery). Rejection or other refusal to accept, or inability to deliver because of change of address of which proper notice was not given under this Agreement to the other party, shall be deemed to be receipt of the notice, request, demand or communication. Either party may change its address for notice from time to time by delivery of at least ten (10) days prior written notice of such change to the other party hereto in the manner prescribed herein.

PURCHASER: City of Tamarac
7525 NW 88th Avenue
Tamarac, Florida 33321
Attn: Michael Cernech, City Manager
Telephone: _____

With Copy to: Donald J. Doody, Esquire
GOREN, CHEROF, DOODY & EZROL, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Tel: (954) 771-4500

SELLER: Piccadilly Restaurants, LLC
4150 S Sherwood Forest Blvd
Baton Rouge, LA 70816
Attention: Thomas J. Sandeman
Telephone: (225) 296-8369

With a Copy to: Gordon, Arata, McCollam, Duplantis & Eagan, LLC
One American Place
301 Main Street, Suite 1600

Execution Copy

Baton Rouge, Louisiana 70801-1916
Attention: Peter A. Kopfinger, Esq.
Telephone: (225) 381-9643

Notice to Peter A. Kopfinger, Esq. shall not be deemed notice to Seller

ESCROW AGENT: GOREN, CHEROF, DOODY & EZROL, P.A.
3099 East Commercial Boulevard, Suite 200
Fort Lauderdale, Florida 33308
Attention: Donald J. Doody, Esquire
Telephone: (954) 771-4500

18. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of Florida. The parties agree to submit to personal jurisdiction in the Circuit Court in and for Broward County, Florida, in any action or proceeding arising out of this Agreement.

19. ENTIRE AGREEMENT. This Agreement states the entire agreement between the parties and supersedes all prior agreements and negotiations, either oral or written, with respect to the subject matter of this Agreement. All prior understandings and agreements between SELLER and PURCHASER are merged in this Agreement, and neither SELLER nor PURCHASER is or shall be bound by any stipulations, representations, agreements or promises, oral or otherwise, not printed or inserted in this Agreement.

20. AMENDMENT. No modification or amendment of this Agreement shall be of any force or effect unless in writing and executed by both SELLER and PURCHASER.

21. BUSINESS DAY. The term "Business Day" means Monday through Friday inclusive, excluding legal holidays. If any date or deadline set forth in this Agreement occurs on a day other than a Business Day, the date or deadline shall automatically be extended to the next Business Day.

22. NO THIRD PARTY BENEFICIARIES. Except as otherwise expressly provided for in this Agreement, there are no third party beneficiaries of this Agreement and thus, no provision of this Agreement is intended or shall be construed to confer upon or to give any person other than the Parties to this Agreement, any rights, basis for reliance, or remedies under or by reason of this Agreement, or to create a cause of action for enforcement thereof.

23. SUCCESSORS. This Agreement shall be binding upon and inure to the benefit of the parties and their respective executors, administrators, successors and permitted assigns.

24. COUNTERPARTS: This Agreement may be executed in two or more counterparts, each of which shall be taken to be an original, but all of which, when taken together shall constitute one and the same Agreement. Notwithstanding Section 17 of this Agreement, a fully executed copy of this Agreement may be delivered to the other party by email, or similar transmission technology and such copies shall have the same force and effect as the original. If the parties to this Agreement deliver this Agreement by means of email, or similar transmission technology, then each party to this Agreement shall follow such delivery with originals of this Agreement to the other parties to this Agreement by overnight carrier for next day delivery.

25. LITIGATION COSTS: In connection with any litigation arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all costs and expenses

Execution Copy


incurred, including its reasonable attorney's fees at all trial and appellate levels and post judgment proceedings.


[End of Text, One Signature Page Follows]

Execution Copy

IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates indicated above:

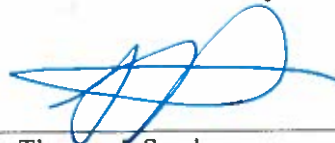
WITNESSES:





SELLER:

**PICCADILLY RESTAURANTS, LLC, a
Delaware limited liability company**



By: Thomas J. Sandeman
Title: President
Signed on: 5/20/14

WITNESSES:

PURCHASER:

**CITY OF TAMARAC, a Florida municipal
corporation**

By: Harry Dressler
Title: Mayor
Signed on: _____

ESCROW AGENT

Accepted and Agreed to:

GOREN. CHEROF. DOODY & EZROL, P.A.

By: Donald J. Doody

Signed on: _____

EXHIBIT A

Parcel A. PICCADILLY CAFETERIA, according to the plat thereof as recorded in Plat Book 115, Page 37, of the Public Records of Broward County, Florida.






Folio No. 4941-03-29-0010



Title - TR12481 - Wastewater Main Rehabilitation Inflow & Infiltration Project FY14 - SAK Construction

Item No. 6 (b) on the Consent Agenda. (TR12481) A Resolution of the City Commission of the City of Tamarac, Florida, authorizing the appropriate City Officials to accept and execute an agreement between the City of Tamarac and SAK Construction, LLC., utilizing Choice Facility Partners (CFP) Contract #10/039MP-01 for an amount not to exceed \$1,950,000 for the FY14 Wastewater Main Rehabilitation Inflow and Infiltration Project; authorizing the appropriate City Officials to administer the contract; providing for conflicts; providing for severability; and providing for an effective date. - ***Public Services Director Jack Strain and Purchasing/Contracts Manager Keith Glatz***

ATTACHMENTS:

Description	Upload Date	Type
 Memo (Amended)	5/19/2014	Cover Memo
 Reso	4/21/2014	Resolution
 Exhibit A	4/21/2014	Backup Material
 Exhibit B	4/21/2014	Backup Material
 Exhibit C	4/21/2014	Backup Material

CITY OF TAMARAC
INTEROFFICE MEMORANDUM
PUBLIC SERVICES DEPARTMENT

TO: Michael C. Cernech,
City Manager

DATE: May 19, 2014

THROUGH: James T. Moore, P.E.,
Assistant Director of Utilities

FROM: Scott London, Utilities
Operations Manager

RE: Execution of Agreement with SAK
Construction, LLC - FY14
Wastewater Main Rehabilitation
Inflow & Infiltration Project UT14A
TR #12481

Recommendation:

I recommend that an Agreement be awarded to SAK Construction, LLC, for the FY14 Wastewater Main Rehabilitation Inflow and Infiltration (I & I) Project be approved and an annual expense not to exceed \$1,950,000.00 for said purpose be authorized.

Issue:

Execution of a 2014 Agreement between the City of Tamarac and SAK Construction, LLC, for the continuation of the Wastewater Main Rehabilitation Inflow and Infiltration Project utilizing a Choice Facility Partners (CFP) contract.

Background:

In 2012, the Tamarac City Commission approved a Wastewater Master Plan Study which prioritized wastewater pump station basins which have excessive I & I. The master plan's objective is to rehabilitate the City's sewer system to reduce wastewater treatment costs to Broward County. The City's wastewater disposal cost over the last four fiscal years to Broward County has increased an average of 10% per year. Currently, we project spending \$5.8 million in FY14 for wastewater disposal. Wastewater disposal costs are consuming 25% of the total utilities budget and costs are projected to exceed utilities revenues unless an aggressive I & I abatement program exists. Mathews Consulting completed a master plan on an accelerated I & I program. This plan has defined projected expenditures and the return on investment of reduced wastewater disposal costs.

In 2014, work will be done in Westwood 2, Wedgewood, Spyglass, Westchester, Versailles Gardens, Sands Point and adjoining areas. This will substantially complete the sewer main lining (32,000 ft.), sewer lateral lining (180 – 20 ft. sections) and manhole rehabilitations (375) in Wastewater Pump Station Basins 18,18A and 17 in the above listed neighborhoods. Additionally, after completion of the sewer relining, the extended life of the pipe will be 40 plus years.

Recognizing that other South Florida and National Utilities have faced these same problems and have prepared bid specifications and awarded contracts for Wastewater Collection System Rehabilitation, the Utilities Division chose to utilize pricing obtained from contracts awarded by other governmental agencies as provided under City Code Section 6-148 (f).

The Utilities Division recommends awarding an Agreement to SAK Construction, LLC, and has identified a Choice Facility Partners (CFP), a division of Harris County (Texas) Department of Education (HCDE), Contract #10/039MP-01 that has favorable pricing, terms and conditions, which expires on October 18, 2014. The Agreement provides for annual renewal options at the same terms, conditions and pricing as the original Agreement.

SAK Construction, LLC, is more than qualified to perform this highly specialized work and the company has satisfactorily performed the work for the City as well as other municipalities in South Florida and Nationally.

Fiscal Impact:

Funding in an amount not to exceed \$1,950,000.00 is currently available in the FY14 Utilities Capital Improvement Project #UT14A, Account #441-6040-535-63-40.

SL/mg

CITY OF TAMARAC, FLORIDA

RESOLUTION NO. R-2014-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ACCEPT AND EXECUTE AN AGREEMENT BETWEEN THE CITY OF TAMARAC AND SAK CONSTRUCTION, LLC., UTILIZING CHOICE FACILITY PARTNERS (CFP) CONTRACT #10/039MP-01 FOR AN AMOUNT NOT TO EXCEED \$1,950,000.00 FOR THE FY14 WASTEWATER MAIN REHABILITATION INFLOW AND INFILTRATION PROJECT; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ADMINISTER THE CONTRACT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The City of Tamarac conducted a Wastewater Master Plan Study in 2012, excessive Inflow & Infiltration (I & I) was identified by wastewater pump station basins; and

WHEREAS, at that time, the Director of Public Services chose to utilize available contracts awarded by other governmental entities for Wastewater Collection System Inflow and Infiltration Rehabilitation, as provided by City Code Section 6-148, which states that the purchasing officer may utilize contracts with other governmental agencies; and

WHEREAS, the Public Services Department Utilities Division's FY14 locations for sewer main rehabilitation are located in Westwood 2, Wedgewood 23, Spyglass, Westchester, Versailles Gardens and Sands Point; and

WHEREAS, the Choice Facility Partners (CFP) national consortium, a division of Harris County (Texas) Department of Education issued Contract #10/039MP-01 with SAK Construction, LLC., for Trenchless Technology Rehabilitation with a contract term for this year through October 18, 2014 on behalf of its members (a copy of which is attached hereto as "Exhibit A"); and

WHEREAS, the City of Tamarac is a member in good standing of the Choice Facility Partners (CFP) national consortium; and

WHEREAS, the City Commission of the City of Tamarac approved Resolution #R-2013-19 at its February 27, 2013 meeting authorizing the appropriate City officials to enter into an extension of a previous Agreement with SAK Construction, LLC, to provide for Trenchless Technology Rehabilitation, a copy of which is on file with the City Clerk; and

WHEREAS, both Choice Facility Partners (CFP) and SAK Construction, LLC., have agreed to utilize Choice Facility Partners Contract #10/039MP-01 to the City of Tamarac for the purpose of completing the FY14 Wastewater Main Rehabilitation Inflow and Infiltration Project (a copy of which is attached hereto as "Exhibit B"); and

WHEREAS, the City Commission of the City of Tamarac has approved capital funding for the FY14 Wastewater Main Rehabilitation Inflow and Infiltration Project as recommended by the Public Services Department; and

WHEREAS, the Director of Public Services shall have the responsibility to assign Work Tasks based on the most economical and structural need for wastewater main repairs using the unit prices provided by SAK Construction, LLC., under Choice Facility Partners issued Contract #10/039MP-01 in an amount not to exceed \$1,950,000.00; and

WHEREAS, the Director of Public Services and the Purchasing and Contracts Manager recommend the award of an agreement between the City of Tamarac and SAK Construction, LLC.; and

WHEREAS, the City Commission of the City of Tamarac, Florida deems it to be in the best interest of the citizens and residents of the City of Tamarac to award and execute an Agreement with SAK Construction, LLC, utilizing Choice Facility Partners (CFP) Trenchless Technology Rehabilitation contract, in an amount not to exceed \$1,950,000.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TAMARAC, FLORIDA, THAT:

SECTION 1: The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this resolution upon adoption hereof. The exhibits attached hereto are incorporated herein and made a specific part of this resolution.

SECTION 2: The appropriate City officials are hereby authorized to award and execute an Agreement for the FY14 Wastewater Main Rehabilitation Inflow and

Infiltration Project with SAK Construction, LLC, utilizing Choice Facility Partners (CFP) issued Contract #10/039MP-01, valid through October 18, 2014 for an amount not to exceed \$1,950,000.00 (a copy of which is attached hereto as "Exhibit C").

SECTION 3: The Director of Public Services is authorized to approve Work Tasks in accordance with the schedule of prices under said contract in an amount not to exceed \$1,950,000.00.

SECTION 4: The City Manager or his designee is hereby authorized to approve and initiate Change Orders in amounts not to exceed \$65,000.00 per Section 6-147 of the City Code, and close the contract award, which includes but is not limited to making final payment and releasing bonds per Section 6-149 of the City Code, when the work has been successfully completed within the terms, conditions and pricing of the agreement.

SECTION 5: All Resolutions or parts of Resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

SECTION 7: This Resolution shall become effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED this _____ day of _____, 2014.

ATTEST:

HARRY DRESSLER
MAYOR

PATRICIA A. TEUFEL, CMC
CITY CLERK

I HEREBY CERTIFY that I have approved this RESOLUTION as to form.

SAMUEL S. GOREN
CITY ATTORNEY

SL/mg

877-696-2122

"EXHIBIT A"
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Trenchless Technology Rehabilitation**CONTRACT NUMBER:** 10/039MP-01**CONTRACT TERMS:****Initial Award Date:** October 19, 2010**1st Renewal Start Date:** October 19, 2011**2nd Renewal Start Date:** October 19, 2012**3rd Renewal Start Date:** October 19, 2013**Current Expiration Date:** October 18, 2014**Renewals Remaining :** 1**CONTRACT PARTNER:** SAK
Construction, LLC**Contract Partner Web Site:**
<http://www.sakconst.com>**APPROVED MARKET AREA:**
National**APPROVED PRODUCT OR SERVICE:**

Trenchless technology

MWBE/HUB Status: Not Certified**ABOUT THIS PARTNER:**

SAK Construction is one of the fastest-growing, privately held pipeline rehabilitation and tunneling contractors in the U.S. today. Founded in 2006 by a seasoned team of experts in underground construction and trenchless technology, the company focuses on helping clients nationwide identify the most cost-effective solutions to the many operational, regulatory and environmental problems associated with inadequate or deteriorating water mains, sanitary sewers, and storm sewers.

SAK Construction's core pipeline rehabilitation focus is cured-in-place pipe (CIPP) lining. With SAK's unique CIPP system, the company can rehabilitate sewer pipes ranging from 6 inches to 96 inches in diameter. As an exclusive licensed installer of [Aqua-Pipe®](#), SAK renews drinking water mains from 6 inches to 16 inches in diameter. In addition, SAK's "no-dig" CIPP approach means that most damaged sewer and water pipes can be rehabilitated quickly and cost-effectively, with minimal disruption or inconvenience to the surrounding community and environment.

SAK Construction has the expertise and equipment to tackle tunnel construction in all types of ground conditions and in sizes ranging from 48-inch diameter up to 32-foot arch shape. Find out how SAK's experienced team and approach to CIPP and tunneling can provide you with the best solutions for your underground construction and rehabilitation needs.

To see contract information details, please login.

If you are a **Member**, [please login here](#).



**CHOICE FACILITY
PARTNERS**

Harris County Department of Education
6300 Irvington Blvd., Houston, Texas 77022-5018

RFP # 10/039MP

**Request for Proposals
For
Trenchless Technology Rehabilitation
and
Related Items and Services**

Submittal Deadline and Proposal Opening Deadline:

Tuesday, July 20, 2010, 1:00 PM CDT

Proposals received after the date and time stated above will not be considered

Questions regarding this RFP must be submitted electronically or to the physical HCDE Purchasing Department address no later than five (5) business days prior to the submittal deadline date. All questions and answers will be posted on www.choicefacilitypartners.org

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1.0 NOTICE OF INTENTION

Choice Facility Partners ("CFP"), a division of Harris County Department of Education ("HCDE") is soliciting proposals in response to this Request for Proposals ("RFP") to establish a contract for use by government agencies and eligible organizations participating in HCDE's facilities cooperative purchasing operation known as Choice Facility Partners. The initial term of the prospective contract is a period of one calendar year, and HCDE may elect to extend any contract awarded pursuant to this RFP for additional one-year renewal terms as stated in **SECTION 6.0 SCOPE OF PROPOSAL** and in **SECTION 5.0 CONTRACT TERMS AND CONDITIONS**. No contract shall be executed until it has been reviewed and approved by the Harris County Department of Education Board of Trustees in a duly called and posted meeting. This contract can be accessed on an "as needed" basis from a list of contracts that have been competitively bid and awarded to highly qualified vendors based on the selection criteria set forth in **SECTION 4.0 EVALUATION AND AWARD**. Proposers are requested to submit a proposal for offering their total line of available products and services that are commonly purchased by government entities, school districts and other public, not-for-profit agencies and organizations.

Product(s) and/or services considered for award shall equal or exceed a minimum quality level of industry standard and shall comply with all applicable federal, state and local technical, environmental and performance standards and specifications as defined within this RFP and described in a list or exhibit, if any attached hereto.

The item(s) and/or service(s) to be purchased under the awarded contract, if any, may be of indefinite delivery and indefinite quantity (herein after called "IDIQ").

CFP documents are available to anyone who wishes to submit a proposal. It is the responsibility of the proposer submitting a proposal to make certain that CFP has the appropriate company name, authorized representatives, and contact information on file for the purpose of receiving notices, changes, addenda or other critical information.

2.0 INTRODUCTION OF CHOICE FACILITY PARTNERS

CFP is a purchasing cooperative and a division of the Harris County Department of Education, a county school district established under the laws of the State of Texas. The contract(s) awarded resultant to this RFP, if any, will be available for use by non-profit entities, public and private schools, colleges, universities, cities, counties, political subdivisions and other government agencies throughout the United States that have signed participation agreements allowing them to utilize contracting vehicles administered by CFP. Said entities can comply with the legally required competitive procurement processes for goods and services by using CFP contracts. HCDE's headquarters is located at 6300 Irvington Boulevard, Houston, Texas 77022-5018.

3.0 INSTRUCTIONS TO PROPOSERS

PROPOSAL RESPONSE FORMAT

1. Required

Proposers shall submit proposals in a three-ring binder using standard letter size paper (8-1/2 x 11 inches), clearly marked as indicated on the first page of this RFP and on the outside front cover and spine (where possible) in addition to marking the sealed envelope or other container. **Seven (7) tabs** should be used to separate the proposal into sections, as identified below. Responses should be direct, concise, complete, and unambiguous. Proposers failing to organize proposals in the manner requested may be considered non-responsive and may not be evaluated.

2. Binder Tabs

1. RFP document – **Proposers must include all pages of the published proposal document. Failure to do so may result in non-consideration.**
2. Ability to Provide and Perform the Required Product(s) and/or Service(s)
3. Value-Added Product(s) and/or Service(s) Description,
4. Product(s) and/or Service(s) Description
5. Marketing Plan
6. Price Delivery Information: Paper and Electronic Price Lists
7. References

3. Proposal Response Location

Proposals shall be received no later than the submittal day and time deadline at the Receiving Front Desk at HCDE. Proposals submitted by U.S. mail or other public or private carrier must arrive by the submittal day and time deadline. Proposals will be time-stamped on the outside cover of the envelope or container and said time-stamp shall be dispositive of compliance to the deadline for the receipt of proposals. **No provisions or exceptions are made for late delivery due to actions or consequences of third-party carriers. Any proposal received after the submittal deadline date and time, whether delivered in person or by carrier, will be disqualified and returned unopened.**

4. Submission of Proposals

HCDE will only accept sealed bids and proposals. Faxed or electronically transmitted proposals will not be accepted. Sealed proposals may be submitted on any, some, or all items, unless stated otherwise. Proposals shall be submitted as stated in **SECTION 3.0 INSTRUCTIONS TO PROPOSERS**. Deviations from any Terms, Conditions and/or Specifications shall be conspicuously noted in writing by the proposer and shall be included with the proposal. Withdrawal of proposals will not be allowed for a period of 180 days following the opening. Withdrawal of proposals prior to the opening date will be permitted. Addenda or other changes to the RFP, if required, will be issued in writing by HCDE/CFP. The proposer shall acknowledge on the Signature Form the number of addenda received.

Required: **Five (5) bound original** and signed copies of the proposals along with one (1) electronic copy on compact disc (CD) or USB flash drive shall be provided. The proposer's submission also shall include:

- a) Five (5) electronic copies of price list;
- b) Five (5) hard copies of price list; and
- c) One (1) hard copy of any catalog or specification, if requested in the proposal

Copyrighted proposals are unacceptable and shall be disqualified as non-responsive.

Shipping Box (Required)

The container must be clearly identified as listed below with the RFP number and name. All boxes must be sealed and delivered by the submittal deadline date and time to:

**HARRIS COUNTY DEPARTMENT OF EDUCATION
6300 IRVINGTON
HOUSTON, TEXAS 77022**

The address label shall also show the: (1) RFP Number, (2) RFP Title, (3) Submittal Deadline Date, (4) Submittal Deadline Time, (5) Proposer's Name, (6) Proposer's Address, and (7) City, State, & Zip.

Proposals will be opened in public in the offices of the HCDE Purchasing Department, 6300 Irvington, Houston, Texas 77022 immediately following the deadline. Proposals will be read aloud, listing only the responding proposers. There will be no other information read aloud. All responding proposals will be tabulated and evaluated. After the final qualifying determination is made, all eligible proposers will be notified.

5. HCDE/CFP Reservations

HCDE/CFP reserve the right to:

- (a) accept, reject, or negotiate modifications in any terms of the proposer's proposal or any parts thereof;
- (b) reject any or all proposals received;
- (c) award one or several proposers whose proposal(s) are deemed the best value to HCDE/CFP and to CFP members for the particular items(s) or services(s) awarded;
- (d) negotiate separately in any manner necessary to serve the best interest of HCDE and/or CFP members;
- (e) make all decisions regarding this RFP, including without limitation, the right to decide whether a proposal does or does not substantially comply with the requirements of this RFP; and
- (f) withdraw the RFP at HCDE's sole discretion

4.0 EVALUATION AND AWARD OF PROPOSALS

In accordance with applicable laws, rules, and regulations for public procurement, award(s) will be made to the responsible proposer(s) whose proposal(s) is/are determined after evaluation by HCDE/CFP to be the best value to HCDE/CFP and to CFP members. To qualify for evaluation, a proposal must have been submitted on time and materially satisfy all mandatory requirements identified in this document.

1. **Market Basket Survey**

CFP reserves the right to use a “Market Basket Survey” method, based on randomly selected criteria to determine the most advantageous proposal(s).

2. **Competitive Range**

It may be necessary for HCDE/CFP to establish a competitive range of acceptable proposals as part of the evaluation process. Proposals not in the competitive range are unacceptable and will not receive further award consideration.

3. **Deviations and Exceptions to Requirements**

Deviations or exceptions stipulated in a proposer’s response may result in disqualification. Any language to the effect that the proposer does not consider this RFP to be part of a contractual obligation may result in the proposer’s proposal being disqualified.

4. **Clarification and/or Discussions**

Clarification may be requested of proposer(s) for the purpose of eliminating minor errors, clerical errors, and/or non-substantive irregularities. Clarification does not give a proposer the opportunity to revise, change or modify their proposal in any way except to the extent of correction of the error. Discussion can also take place after the initial receipt of proposals. HCDE/CFP reserve the right to conduct discussions with all, some or none of the proposers submitting proposals. HCDE/CFP will not assist the proposer in the revision or modification of their proposal, nor will HCDE assist the proposer in bringing their proposal to the same level of other proposals received by CFP. Questions related to the RFP can be submitted electronically to the email address provided or to the physical HCDE Purchasing Division address provided no later than five (5) business days prior to the submittal deadline date. All submitted questions and answers will be listed on the CFP website. Questions will not be answered verbally or by phone.

5. **Estimated Quantities**

CFP estimates usage of this contract may be between \$10,000 and \$2,500,000. HCDE makes no guarantee or commitment of any kind concerning quantities that will actually be purchased. HCDE makes no guarantee or commitment of any kind regarding usage of any contracts resulting from this RFP.

6. **Inspection & Acceptance**

The awarded contract proposer(s) (hereinafter “Vendor”) shall deliver the materials or services procured on this contract to the CFP member issuing a purchase order. The conforming product(s) shall be shipped within 7 calendar days of receipt of the purchase order. If delivery is not or cannot be made within this time period the Vendor must

receive authorization from the CFP member for the delayed delivery. If defective or incorrect material is delivered, the CFP member may make the determination to return the material to the Vendor at no cost to the CFP member. The Vendor agrees to pay all shipping costs for the return shipment. The Vendor also shall be responsible for arranging the return of the defective or incorrect material.

7. **Evaluation of Proposals**

An HCDE/CFP committee will review and evaluate all proposals on the following evaluation factors which will be the basis for a recommendation for an award of contract to the HCDE Board of Trustees.

- a. Complies with MWBE / HUB/ SBE requirements
- b. Long-term costs to CFP members
- c. Meets required needs
- d. Purchase Price
- e. Quality of proposer's goods and/or services
- f. Reputation of proposer and its goods and/or services
- g. Value Added benefits
- h. Proposer's past relationship with HCDE/CFP and CFP members
- i. Proposer's commitment and ability to market the contract
- j. Proposer's financial standing

8. **Minority and Women's Business Enterprise (MWBE), Historically Underutilized Business (HUB) and Small Business Enterprise (SBE) Participation**

HCDE/CFP encourage the use of HUB, MWBE, and SBE both as prime and subcontractors. However, these must meet the same minimum standards and requirements as the prime contractor. It will be the responsibility of the prime contractor to pre-qualify any subcontractors offered as HUB, MWBE and SBE participants. Some CFP members have specific goals for subcontracting requirements and will require that a plan be attached to meet their goal. The proposer shall also indicate on the proposal form whether or not they are an MWBE vendor and who they are certified with, e.g., State, City, Federal.

9. **Formation of Contract**

A response to this RFP is an offer to contract with HCDE/CFP based upon the terms, conditions, scope of work, and specifications contained in this RFP. An RFP does not become a contract unless and until it is accepted by HCDE/CFP after approval by the HCDE Board of Trustees. A contract is formed when either HCDE's Superintendent or its Assistant Superintendent for Business Support Services signs the Signature Form. The proposer must submit a signed Signature Form, thus eliminating the need for a formal signing of a separate contract.

10. **Multiple Awards**

HCDE/CFP reserve the right to award contracts to multiple proposers. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with HCDE/CFP. HCDE/CFP may make multiple awards, and this fact should be taken into consideration by each proposer.

11. Non-exclusive Contract

Any contract resulting from this RFP is non-exclusive and shall be awarded with the understanding and agreement that it is for the sole convenience of HCDE/CFP and CFP members. HCDE and CFP members are free to have multiple contracts for the awarded goods and/or services and may initiate other procurement solicitations or procurement activity with other suppliers.

12. Pricing

HCDE/CFP require that the pricing submitted in a proposer's proposal be offered as a quantity one price. CFP members may request the awarded Vendor(s) to provide discounts or other adjustments to the quantity one price for larger orders on a per purchase order basis. If discounts or quantity prices are offered by a Vendor, the Vendor must also offer the same reductions in pricing to be available for orders of similar size to HCDE and/or other CFP members

13. Penalties

If an awarded Vendor is unable to provide the awarded items at the quoted prices, after the proposal has been opened, HCDE may take the following action(s):

- (a) Insist that the awarded Vendor(s) honor the quoted price(s) specified in their respective proposal(s);
- (b) Have the awarded Vendor pay the difference between its price and the price of the next acceptable proposal (as determined by HCDE); and/or
- (c) Recommend to HCDE's Board of Trustees that the awarded Vendor no longer be given the opportunity to submit a proposal to HCDE.

14. Performance and Payment Bonds

Performance bonds and payment bonds should be provided and complied with as required under state law on specified contracts. The CFP member will include the performance and payment bond requirements on the purchase order.

15. Insurance

The Vendor, at its expense, will provide insurance coverage acceptable to HCDE/CFP for the duration of the Contract and meeting the following requirements: Insurance limits are included in Attachment 1 and the coverage must be from A-bonded carriers acceptable to HCDE/CFP. The Vendor(s) awarded a contract must provide to HCDE/CFP within 14 days of contract award a valid certificate of insurance showing HCDE as an additional insured.

15. Open Records Policy

HCDE is a government body subject to the Texas Public Information Act. Responses submitted to HCDE/CFP as a result of this RFP may be subject to release as public information after contracts are executed or the procurement is terminated. If a proposer believes that its response, or parts of its response, may be exempted from disclosure under Texas law, the proposer must specify page-by-page and line-by-line the parts of the response which it believes are exempt. In addition, the proposer must specify which exception(s) to the Texas Public Information Act are applicable and provide detailed reasons to substantiate the exception(s).

5.0 CONTRACT TERMS AND CONDITIONS

The terms and conditions set forth below, including provisions of all attachments referenced herein, the RFP, and the complete submitted proposal constitute the Contract between HCDE and the awarded Vendor. 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. Proposers shall include a separate document as part of their response containing any required exceptions or deviations from these terms, conditions, and specifications. If accepted by HCDE, in its sole discretion, the document's contents will be incorporated into the final contract.

CONTRACT between

Harris County Department of Education

and

Vendor: _____

for

RFP Title: _____

This Contract is made and entered into by and between Harris County Department of Education ("HCDE"), a local governmental entity, having its principal place of business at 6300 Irvington Boulevard, Houston, Texas 77022 and Vendor _____, having its principal place of business at _____ ("Vendor").

This Contract consists of the terms and conditions set forth below, including provisions of all attachments referenced herein, Request for Proposal # _____ ("RFP"), and Vendor's complete response to the RFP. Vendor agrees and understands that this Contract may be used by governmental agencies and eligible organizations participating in HCDE's Choice Facility Partners ("CFP") cooperative purchasing program (collectively, "CFP members").

TERMS AND CONDITIONS

1. Contract Terms and Conditions

The terms and conditions of this Contract shall govern all procurements conducted hereunder. No pre-published terms on Vendor's purchase or work order acknowledgments or invoices shall have any force or effect. Further, no amendment to the terms of this Contract shall have any force or effect unless and until first approved in writing by HCDE, and no such amendment shall have any effect unless and until a written amendment to this Contract is executed by HCDE's Superintendent or his designee after any necessary approvals have been obtained from the HCDE Board of Trustees.

2. **Term of Contract; Renewal of Contract**

This Contract is for an initial term of one (1) year. This Contract includes an option to renew annually for a maximum of an additional four (4) one-year terms, if agreed to by HCDE, in its sole discretion, unless otherwise specified in **SECTION 6.0 SCOPE OF PROPOSAL**. Vendor shall honor the administrative fee for any sales resulting from this Contract that occurred within 30 days of the expiration of a term of this Contract.

3. **Termination of Contract**

This Contract shall remain in effect until (1) the Contract expires by its terms or (2) the Contract is terminated by mutual agreement of HCDE and Vendor. In the event of a breach or default of the Contract, HCDE reserves the right to enforce the performance of the Contract in any manner prescribed by law or deemed to be in the best interest of HCDE and/or CFP members. HCDE further reserves the right to terminate the Contract immediately in the event Vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the RFP, this Contract, and/or a purchase or work order; (2) make any payments owed; or (3) otherwise perform in accordance with this Contract. HCDE also reserves the right to terminate the Contract immediately, with written notice to Vendor, if HCDE believes that it is in the best interest of HCDE or CFP members to do so. Vendor agrees, in submitting its proposal in response to the RFP, that HCDE shall not be liable for damages in the event that HCDE declares Vendor to be in default or breach of this Contract. Vendor further agrees that upon termination of the Contract for any reason, Vendor shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or vendor.

4. **Buy America Act**

HCDE and CFP members have a preference for domestic end products for supplies acquired for use in the United States when spending federal funds. Purchases that are made with non-federal funds or grants are excluded from the Buy America Act.

5. **Prevailing Wage Rates**

Vendor and any and all subcontractor(s) shall comply with all laws regarding prevailing wage rates including, but not limited to, Texas Government Code Chapter 2258, applicable to the construction of a public work, and any related federal requirements, including the Davis-Bacon Act, applicable to this procurement by HCDE. In the event Texas Government Code Chapter 2258 applies to a product or service provided by Vendor to a CFP member, Vendor and any subcontractor(s) shall comply with the prevailing wage rates set by the CFP member.

6. **Freight (if applicable)**

All deliveries shall be **Freight Prepaid, F.O.B. Destination, Inside Delivery** and shall be included in all pricing offered unless otherwise clearly stated in writing.

7. **Shipments (if applicable)**

Vendor shall ship ordered products within seven (7) working days for available goods and within four (4) to six (6) weeks for special-order items after the receipt of the purchase order unless modified in the Special Terms and Conditions. If a product cannot be shipped within that timeframe, Vendor shall notify the CFP member of the reasons why the product has not shipped and shall provide an estimated shipping date, if

applicable. The CFP member may cancel the order if estimated shipping time is not acceptable to the CFP member, in its sole discretion.

8. Title and Risk of Loss

Whenever HCDE or a CFP member is purchasing (and not leasing) a product under this Contract, title and risk of loss shall pass upon the later of HCDE or the CFP member's acceptance of the product or payment of the applicable invoice.

9. 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.

10. Criminal History Record Information

Vendor and all subcontractor(s) shall comply with Texas Government Code Chapter 411, Subchapter F, which requires fingerprints for a criminal history background search when Vendor's employees or subcontractor(s) are working around minors. This requirement should be completed prior to starting any work on a CFP member's property.

11. Customer Support

Vendor shall provide timely and accurate technical advice and sales support to HCDE/CFP staff and CFP members. Vendor shall respond to such requests within one (1) working day after receipt of the request. Vendor shall provide training to HCDE/CFP staff regarding products and/or services supplied by Vendor, at no additional charge, if required by HCDE/CFP.

12. Tax Exempt Status

HCDE and all CFP members that are Texas governmental agencies are exempt from payment of state sales taxes under Texas Tax Code § 151.310 for the purchase of tangible personal property. Laws of other states govern the tax status of CFP members in states other than Texas with regard to these purchases.

13. Other State Tax Requirements

- (a) Payment of taxes by the CFP member - The CFP member will pay only the rate and/or amount of taxes identified in Vendor's response to the RFP and in any resulting Contract as appropriate to the specific CFP member.
- (b) State and Local Transaction Privilege Taxes - The CFP member is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sales of products and are the responsibility of Vendor, as the seller, to remit. Failure to remit taxes from the CFP member, as the buyer, does not relieve Vendor, as the seller, from its obligation to remit taxes.
- (c) Knowing and complying with the tax laws in other states is the responsibility of Vendor.

14. State of Texas Franchise Tax

By signature hereon, Vendor hereby certifies that it/he/she is not currently delinquent in payment of any franchise taxes or other taxes owed to the State of Texas.

15. Tax Responsibilities of Vendor and Indemnification for Taxes

Vendor and all subcontractor(s) shall pay all federal, state, and local taxes applicable to its operation and any persons employed by Vendor. Vendor shall require all subcontractor(s) to hold HCDE/CFP and the CFP member harmless from any responsibility for taxes damages and interest. If applicable, contributions required under federal, state and/or local laws and regulations and any other costs including, but not limited to, transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation, shall be the sole responsibility of Vendor.

16. IRS W-9

In order to receive payment under any resulting purchase or work order, Vendor shall have a current I.R.S. W-9 Form on file with the CFP member.

17. No Assignment of Contract

Vendor may not assign this Contract or any of its rights, duties or obligations hereunder without the prior written approval of HCDE. Any attempted assignment of this Contract by Vendor shall be null and void. Any purchase or work order made as a result of this Contract may not be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by Vendor without the prior written approval of HCDE and, if applicable, the CFP member.

18. Notification of Material Change

Payment may only be made to the awarded Vendor. Vendor is required to notify HCDE/CFP when any material change in operations occurs, including but not limited to changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) working days of such change.

19. Performance

Vendor agrees to use its best efforts to provide the product(s) and/or service(s) mutually agreed upon under this Contract.

20. Subcontractors

In the event Vendor uses a subcontractor, Vendor shall be fully responsible to HCDE and CFP members for all acts and omissions of such subcontractor just as Vendor is responsible for Vendor's own acts and omissions. Nothing in this Contract shall create for the benefit of any such subcontractor any contractual relationship between HCDE and any such subcontractor, nor shall it create any obligation on the part of HCDE or CFP members to pay or to see to the payment of any monies due any such subcontractor except as may otherwise be required by law.

21. Permits, License, and Certificate(s) of Authority

Vendor shall procure and maintain all necessary certifications, permits, and licenses and abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments under which this Contract will be performed.

22. Disclosures and Conflict of Interest

Vendor affirms that it/he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this Contract.

Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with HCDE or with CFP members. Vendor affirms and certifies that its bid or proposal has been arrived at independently and is submitted without collusion or discussion with anyone to obtain information, coordinate pricing or product offerings, or gain any favoritism that would in any way limit competition or give an unfair advantage over other proposers in the award of this contract. HCDE is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. Any entity that does business with HCDE must complete a Conflict of Interest Questionnaire (CIQ) whether or not a conflict of interest exists. Vendor must comply with the conflict of interest procedures detailed in Texas Local Government Code Chapter 176. See Attachment #2 to the RFP.

23. Non-Appropriation.

This Contract and all purchase or work orders resulting from this Contract, for the acquisition, including lease, of real or personal property is a commitment of the CFP member's current revenue only. Renewal of this Contract and any purchase or work orders resulting from this Contract will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. HCDE Board of Trustees and the CFP member reserve the right to rescind the Contract and/or any purchase or work orders at the end of each fiscal year if it is determined that there are insufficient funds to extend the Contract and/or purchase or work order.

24. Ordering Procedures

Purchase orders are issued by CFP members to Vendor according to this Contract and the contract between HCDE and the CFP member. CFP members must send purchase orders to CFP, unless otherwise stipulated by HCDE/CFP. CFP will review and forward purchase orders to Vendor within one (1) business day. HCDE/CFP may request confirmation of receipt of the purchase order from Vendor. HCDE/CFP also may elect to require e-commerce functionality, in which purchase orders are sent directly to Vendor and reported to HCDE/CFP on a specified basis. The e-commerce approach must be approved by HCDE prior to the start date of this Contract.

25. Invoices

Vendor shall submit invoices, in duplicate, directly to the CFP member. Each invoice shall include the CFP member's purchase order number and CFP Contract Number. The shipment tracking number or pertinent information for verification of the CFP member's receipt shall be made available upon request.

26. Reporting

Vendor shall electronically provide HCDE/CFP with a detailed monthly report showing the total dollar volume of all sales under this Contract for the previous month, if the Contract is set up as a reporting contract in the format and with the information specified by HCDE/CFP. Reports shall be submitted to CFP at 6005 Westview, Houston, Texas 77055, or electronically to joann@choicfacilitypartners.org. Reports are due on the fifteenth (15) day after the close of the previous month and shall provide information regarding purchases made during the previous month. It is the responsibility of Vendor to collect and compile all sales under this Contract from all CFP members and submit one (1) consolidated monthly report. The monthly report shall include, at a minimum,

the date of each purchase, purchase order number, CFP member name, city/town, and sales total. Reports are to be sent to HCDE/CFP via fax, mail or email.

27. Payments

The CFP member will make payments directly to Vendor. The CFP member placing the order with Vendor shall alone be liable and/or responsible for payment for products and/or services ordered and will be invoiced directly by Vendor. Neither HCDE nor its other CFP members shall be liable for the indebtedness of any one CFP member. If Vendor does not specify payment terms, payments should be made within thirty (30) days after receipt of invoice or delivery of goods, whichever is later.

28. Pricing

All prices shall be firm for the Term of this Contract. Pricing may be negotiated during the contract renewal period. Vendor agrees to promptly lower the proportionate price of any product purchased through CFP following a reduction in the price the Vendor is paying suppliers. All pricing submitted to HCDE/CFP shall include the administrative fee to be remitted to HCDE/CFP by Vendor. It is Vendor's responsibility to keep all pricing up-to-date and on file with HCDE/CFP. All price changes shall be presented to HCDE for acceptance, using the same format as was accepted in Vendor's original proposal.

29. Administrative Fees

HCDE/CFP will invoice Vendor, on a monthly basis, for an administrative participation fee as stated in **SECTION 6.0 SCOPE OF PROPOSAL**. The invoice will be based on total sales made through this Contract. Vendor shall remit payment to HCDE/CFP at net thirty (30) day terms. Failure to pay administrative fees in a timely manner may result in this Contract being in default and could result in the Contract being suspended or terminated.

30. Right to Audit

HCDE, upon written notice, shall have the right to audit all documents relating to this Contract and all purchase or work orders resulting from this Contract. Records subject to audit shall include, but are not limited to, records which may have a bearing on matters of interest to HCDE in connection with Vendor's work for HCDE and CFP members and shall be open to inspection and subject to audit and-or reproduction by HCDE's agents or authorized representative(s) to the extent necessary to adequately permit evaluation and verification of:

- (a) Vendor's compliance with Contract requirements,
- (b) compliance with HCDE procurement policies and procedures,
- (c) compliance with provisions for computing billings to HCDE and to CFP members, and
- (d) any other matters related to this Contract.

31. Indemnity

Vendor shall protect, indemnify, and hold harmless HCDE and each CFP member with whom Vendor contracts and HCDE and CFP members' respective Trustees, administrators, employees, and agents against all claims, damages, losses and expenses (including attorneys' fees) arising out of, relating to, resulting from, or caused by the acts or omissions of Vendor, Vendor's employees, agents, or subcontractors.

32. Governing Law and Exclusive Venue

The laws of the State of Texas, without regard to its provisions on conflicts of laws, govern this Contract. Any dispute under this Contract between HCDE and Vendor may be brought exclusively in the state and federal courts located in Houston, Harris County, Texas, and the parties hereby submit to the exclusive jurisdiction of said courts. Any dispute involving HCDE, its Trustees, administrators, representatives, employees or agents shall have sole venue in Harris County, Texas. Any dispute not involving HCDE but involving a CFP member shall be in the city, county, and state of the CFP member.

33. Multiple Contract Awards (if applicable): Non-Exclusivity

HCDE/CFP reserves the right to award multiple contracts for each commodity category. Commodity categories are established at the discretion of HCDE/CFP. Nothing in this Contract may be construed to imply that Vendor has the exclusive right to provide products and/or services to HCDE and/or CFP members. During the Term of this Contract, HCDE/CFP reserves the right to use all available resources to procure other products and/or services as needed and doing so will not violate any rights of Vendor.

34. New Products

New products that meet the specifications detailed in the RFP may be added to this Contract, if agreed to by HCDE/CFP in writing. Pricing of any new products shall be equivalent to the percentage discount of other products. Vendor may replace or add products to the contract if: the replacing products are equal to or superior to the original products offered; are discounted in a similar degree or to a greater degree; and the products meet the requirements of the RFP. No products may be added to avoid competitive procurement procedures. HCDE/CFP may reject any proposed additions in its sole discretion.

35. No Substitution

Any purchase order issued as a result of this Contract will conform to the specifications and descriptions identified in this Contract and the RFP. Unless otherwise specified, Vendor shall not deliver substitutes without prior written authorization from HCDE/CFP.

36. Promotion of Contract (Marketing Plan)

Vendor shall provide to CFP a marketing plan for promoting this Contract. The marketing plan shall cover all applicable areas and states. Vendor shall demonstrate how this Contract will be used as a primary contract offering to CFP members. Encouraging CFP members to circumvent this Contract by purchasing directly from Vendor may result in suspension or termination of this Contract. For so long as this Contract is valid and enforceable between the parties, Vendor agrees to display the CFP seal in its marketing collateral materials, such as Vendor's website and related marketing materials. Vendor shall submit all promotional materials to HCDE/CFP and obtain written approval before Vendor finalizes promotional material bearing the CFP name or seal. Vendor may not release any press release or other publication regarding this Contract unless and until HCDE/CFP first approves the press release or publication in writing.

37. Website Support

Vendor agrees to cooperate with HCDE/CFP in publicizing Contract particulars on the CFP website. Vendor also agrees to work with HCDE/CFP in updating and maintaining current information on Vendor activities related to the Contract on the site. Vendor will

provide an electronic version of its logo for use on the website upon request and provide other information as reasonably requested by HCDE/CFP to help ensure that the CFP website is current and consistently updated.

38. Environmental Initiatives

HCDE/CFP is committed to reducing waste and promoting energy conservation. Toward that end, Vendor is encouraged to provide its company's environmental policy and green initiative.

39. Safety

Vendor and its subcontractor(s) and their respective employees shall comply fully with all applicable federal, state, and local safety and health laws, ordinances, rules and regulations in the performance of services, including but not limited to those promulgated by HCDE, CFP members, and by the Occupational Safety and Health Administration ("OSHA"). In case of conflict, the most stringent safety requirements shall govern.

40. Supplemental Agreements

A CFP member and Vendor may enter into a separate, supplemental agreement to further define the level of service requirements over and above the minimum defined in this Contract and the RFP, such as invoice requirements, ordering requirements, on-campus service, specialized delivery, etc. Any supplemental agreement developed as a result of this RFP is exclusively between the CFP member and Vendor and shall have no effect or impact to any other CFP member or this Contract. Any supplemental agreements of these types shall not have any impact or effect on the pricing or any other term of this Contract. Any supplemental agreement between Vendor and an individual CFP member is exclusively between that specific CFP member and Vendor and will be subject to immediate cancellation by the CFP member (without penalty to the CFP member) if, in the opinion of the CFP member, the quality, service, and specification requirements, and/or the terms and conditions are not maintained as stated in the supplemental agreement.

41. Certificates of Insurance

Certificates of Insurance, name and address of Vendor, the limits of liability, the effective dates of each policy and policy number shall be delivered to the CFP member prior to commencement of work. The insurance company shall be licensed in the State of Texas and shall be acceptable to the CFP member. Vendor shall give the CFP member a minimum of ten (10) days notice prior to any modifications or cancellation of policies of insurance. Vendor shall require any subcontractor(s) performing any work to maintain coverage as specified.

42. Miscellaneous

Vendor acknowledges and agrees that continued participation in the CFP cooperative purchasing program is subject to HCDE's sole discretion and that Vendor may be removed from the participation in the CFP program at any time with or without cause. All work resulting from this Contract must cease after completion of the final accepted purchase order. Nothing in this Contract or in any other communication between HCDE and Vendor may be construed as a guarantee that CFP members will submit any purchase orders at any time. HCDE reserves the right to request additional proposals for items already on contract at any time.

43. No Agency or Endorsements

It is the intention of the parties to this Contract that Vendor be an independent contractor and not an employee, agent, joint venture, or partner of HCDE. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between HCDE and either Vendor or any employee, agent, or subcontractor of Vendor. Vendor has no power or authority to assume or create any obligation or responsibility on behalf of HCDE, and HCDE has no power or authority to assume or create any obligation or responsibility on behalf of Vendor. This Contract shall not be construed to create or imply any partnership, agency, or joint venture, nor shall it be construed or deemed an endorsement of a specific company or product.

44. Equal Opportunity

It is the policy of HCDE not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract will contain a provision requiring non-discrimination in employment herein specified, building upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

45. Force Majeure

Neither HCDE, any CFP member, or Vendor shall be deemed to have breached any provision of this Contract as a result of any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications or Internet equipment or service, other catastrophes, or any other occurrences which are reasonably beyond HCDE, any CFP member, or Vendor's control.

46. Severability

In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

47. Waiver

No failure on the part of either party at any time to require the performance by the other party of any term hereof shall be taken or held to be a waiver of such term or in any way affect such party's right to enforce such term, and no waiver on the part of either party of any term hereof shall be taken or held to be a waiver of any other term hereof or the breach thereof.

48. Entire Agreement

The Contract, including any and all exhibits attached hereto, the RFP, and Vendor's submitted response to the RFP is the entire agreement of the parties and supersedes any prior or contemporaneous representations, agreements, negotiations, or understandings between them, whether written or oral, with respect to the subject matter hereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto. This Contract supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Contract.

49. Notices

Any notice provided under the terms of this Contract by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice shall be sufficient if made or addressed to the party at the address listed in the signature line of this contract. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

50. Captions

The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

51. Conflicts; Compliance

The terms and conditions of the RFP and Vendor's written submission in response to the RFP are hereby incorporated by reference into this Contract. To the extent that any provision of this Contract are in conflict with the terms and conditions of the RFP or Vendor's submission, the terms and conditions of this Contract shall control over any conflicting term in the RFP or Vendor's submission. To the extent that the terms and conditions of the RFP conflict with any portion of Vendor's submission, the terms and conditions of the RFP shall control over any conflicting term in Vendor's submission.

The undersigned proposer hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices quoted. The undersigned further certifies that he or she is an officer of the company and has authority to negotiate and contract for the company named below and meets/agrees with all of the above terms and conditions specified in this request.

Company name _____
Address _____
City/State/Zip _____
Telephone No. _____
Fax No. _____
E-mail address _____

Authorized signature _____
Printed name _____
Position with company _____
Sales Representative _____
Email Address _____
Web site URL _____

Accepted by HCDE

Term of Contract _____ to _____

Unless otherwise stated, this Contract is for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by HCDE/CFP and the awarded Vendor. Vendor shall honor all participation fees for any sales resulting from this Contract whether Vendor is awarded a renewal or not.

HCDE Authorized Signature

Date

Print Name

Approved by Harris County Department of Education

Job Contract No. _____

6.0 SCOPE OF PROPOSAL

It is the intention of CFP to establish an annual contract with high performance vendor(s) for **Trenchless Technology Rehabilitation and Related Items and Services**. Vendor(s) shall, at the request of any member institution, provide these services and/or covered products under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

HCDE/CFP will invoice Vendor, on a monthly basis, for an administrative participation fee. The invoice will be based on total sales made through this Contract. Vendor shall remit payment to HCDE/CFP at net thirty (30) day terms. Failure to pay administrative fees in a timely manner may result in this Contract being in default and could result in the Contract being suspended or terminated.

CFP is utilizing the Request for Proposal (RFP) method for the procurement of this service in accordance with Texas Governmental Code Section 44.031 Purchasing of Contracts, Item (3) a Request for Proposal, for services other than construction services.

7.0 SPECIFICATIONS

It is the intention of HCDE/CFP to establish an annual contract with highly qualified vendor(s) for **Trenchless Technology Rehabilitation and Related Items and Services and Related Items and Services**. Vendor(s) shall, at the request of any member institution, provide these products and/or covered services under the terms of this RFP and the Contract set forth in **5.0 Contract Terms and Conditions**. The awarded Vendor shall assist the end user CFP member with making a determination of its individual needs, as stated below.

Provide Trenchless Technology Rehabilitation and Related Items and Services to educational institutions and other government agencies, including, but not limited to:

1. Items and Services

- a. Cured-In-Place Reconstruction of Sewers,
- b. Pipe-bursting with HDPE for Sewer Lines,
- c. Pipe-bursting with Pre-chlorination for Water Main Replacement Procedure,
- d. Polyethylene (PE) Sewer Pipe Sliplining,
- e. Pre-Chlorination Procedure for Rehabilitation of Existing Water Lines,
- f. Trenchless Rehabilitation / Reconstruction of Pipelines and Conduits,
- g. Pig Cleaning

- 2. Value Add** - CFP is soliciting value added items related to **Trenchless Technology Rehabilitation and Related Items**. Client members will determine their own specifications prior to issuing a purchase order for a specific service or product.

8.0 PRICE / DELIVERY INFORMATION

1. Provide price lists and discounts for all items and services you are offering.
2. Provide labor rates for services for regular and overtime periods.
3. List any other value-added services that you provide and pricing.
4. The awarded Vendor and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including, but not limited to, Texas Government Code Chapter 2258, applicable to the construction of a public work, and any related federal requirements, including the Davis-Bacon Act, applicable to this RFP and/or CFP members. The CFP member shall notify the awarded Vendor of the applicable pricing / prevailing wage rates and must apply any local wage rates requested. The awarded Vendor and any subcontractor(s) shall comply with the prevailing wage rates set by the CFP member.

**Note: Please provide any additional value added services offered with pricing.
A complete description of the other services must be identified in order
to be considered.**

9.0 VENDOR QUESTIONNAIRE

1. Minority/Women's Business Enterprise (Required by some participating agencies)

Vendor certifies that this firm is a MWBE

☐ Yes ☐ No

Historically Underutilized Businesses (Required by some participating agencies)

Vendor certifies that his firm is a HUB

☐ Yes ☐ No

Please provide a copy of W/MBE or HUB certification letter and the percentage of your business with W/MBE or HUB vendors, if applicable.

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

2. Certification of Residency (Required by the State of Texas)

The State of Texas has a law concerning non-resident vendors. This law can be found in Texas Education Code Chapter 2252, Subchapter A. This law makes it necessary for HCDE/CFP to determine the residency of its vendors. In part, this law reads as follows:

Section: 2252.001

"Non-resident bidder" refers to a person who is not a resident. "Resident bidder" refers to a person whose principal place of business is in this state, including a vendor whose ultimate parent company or majority owner has its principal place of business in this state.

Section: 2252.002

"A governmental entity may not award a governmental contract to a non resident bidder unless the nonresident underbids the lowest bid submitted by a resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located."

Company submitting bid is a resident bidder.

☐ Yes ☐ No

City and state of vendor's principal place of business: _____

3. Felony Conviction Notice (Texas Education Code Section 44.034)

Texas Education Code § 44.034 concerning notification of criminal history of contractors, provides:

"(a) 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."

"(b) 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."

"(c) This section does not apply to a publicly held corporation."

I, the undersigned agent for the company named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.

Vendor's Name: _____

Authorized Company Official's Name (Please print): _____

The company:

- ☐ Is a publicly held corporation; this reporting requirement is not applicable.
- ☐ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony: (Please provide names of individuals and a detailed explanation of the convictions.)

Names of felon(s):

Details of Conviction(s): _____

Signature of Company Official: _____ Date: _____

4. Processing Information

Company billing address where the invoice for the administrative fee will be sent by HCDE/CFP.

Contact Person _____
Title: _____
Company: _____
Address: _____
City _____ State _____ Zip _____
Phone: _____ Fax: _____
Email: _____

Contact person responsible for processing and confirming all purchase orders sent by HCDE/CFP.

Contact Person _____
Title _____
Address: _____
City _____ State _____ Zip _____
Phone: _____ Fax: _____
Email: _____

Contact person responsible for sales and marketing:

Contact Person _____
Title _____
Address: _____
City _____ State _____ Zip _____
Phone: _____ Fax: _____
Email: _____

Pricing Information

In addition to the current typical unit pricing furnished herein, Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. ☐ Yes ☐ No

If answer is no, attach a statement detailing how pricing for CFP members would be calculated.

Pricing submitted includes the required CFP administrative fee. ☐ Yes ☐ No
Vendor agrees to remit to CFP the required administrative fee. ☐ Yes ☐ No
Additional discounts for purchase of a guaranteed quantity. ☐ Yes ☐ No

6. Vendor has E-commerce capabilities.

☐ Yes ☐ No

7. **Distribution Channel:** Which best describes your company's position in the distribution channel:

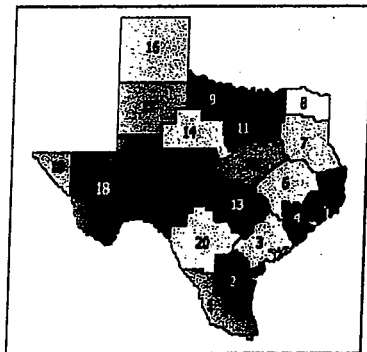
- | | |
|---|--|
| <input type="checkbox"/> Manufacturer direct | <input type="checkbox"/> Certified education/government reseller |
| <input type="checkbox"/> Authorized distributor | <input type="checkbox"/> Manufacturer marketing through reseller |
| <input type="checkbox"/> Value-added reseller | <input type="checkbox"/> other _____ |

8. States Covered

Proposer must indicate any state(s) where terms and conditions can be offered.

- | | | |
|---|---|---|
| <input type="checkbox"/> All states | <input type="checkbox"/> Kansas | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Kentucky | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> Louisiana | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Maine | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Maryland | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> California | <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> Michigan | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> Minnesota | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> Mississippi | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> Montana | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Nebraska | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Nevada | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> New Hampshire | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> New Jersey | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> New Mexico | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> New York | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> North Carolina | <input type="checkbox"/> Wyoming |

If you check the Texas only box -- select which CFP ESC Region where terms and conditions can be offered.



1 Edinburg	<input type="checkbox"/>	8 Mt. Pleasant	<input type="checkbox"/>	15 San Angelo	<input type="checkbox"/>
2 Corpus Christi	<input type="checkbox"/>	9 Wichita Falls	<input type="checkbox"/>	16 Amarillo	<input type="checkbox"/>
3 Victoria	<input type="checkbox"/>	10 Richardson	<input type="checkbox"/>	17 Lubbock	<input type="checkbox"/>
4 Houston	<input type="checkbox"/>	11 Fort Worth	<input type="checkbox"/>	18 Midland	<input type="checkbox"/>
5 Beaumont	<input type="checkbox"/>	12 Waco	<input type="checkbox"/>	19 El Paso	<input type="checkbox"/>
6 Huntsville	<input type="checkbox"/>	13 Austin	<input type="checkbox"/>	20 San Antonio	<input type="checkbox"/>
7 Kilgore	<input type="checkbox"/>	14 Abilene	<input type="checkbox"/>		

8. Cooperatives

List any other cooperative contracts currently held.

Cooperative	Discount Offered	Expires
<input type="checkbox"/> Buyboard – Texas Local Gov't Purchasing Cooperative – Texas		
<input type="checkbox"/> CFP Purchasing Cooperative		
<input type="checkbox"/> The Cooperative Purchasing Network (TCPN)		
<input type="checkbox"/> Houston Galveston Council of Governments Cooperative		
<input type="checkbox"/> Mohave Educational Services Cooperative (MESC) - Arizona		
<input type="checkbox"/> Cooperative Educational Services (CES) – New Mexico		
<input type="checkbox"/> National Joint Powers Alliance (NJPA)		
<input type="checkbox"/> Western States Contracting Alliance (WSCA)		
<input type="checkbox"/> U S Communities		
<input type="checkbox"/> Independent Colleges and Universities of Texas (ICUT)		
<input type="checkbox"/> Educational & Institutional Cooperative Services, Inc. (E&I)		
<input type="checkbox"/> Texas Department of Information Resources (DIR)		
<input type="checkbox"/> TXMAS		
<input type="checkbox"/> CMAS		
<input type="checkbox"/> PEPPM		
<input type="checkbox"/> GSA		
<input type="checkbox"/> Other (List Specifics)		
<input type="checkbox"/> None		

10.0 COMPANY PROFILE

1. Provide your company's official registered name
2. Provide a brief history of your company, including the year established.
3. Provide your company's organization chart.
4. Provide your corporate office location and the location(s) of sales and service offices in the state(s) relevant to this RFP. Also, include the name(s) of the key contact(s) at each location with their title, address, phone and fax number, and e-mail address.
5. Provide your company's Dun & Bradstreet (D&B) number and tax identification number.
6. Attach your latest annual report or audited financial statements.
7. Define your standard terms of payment.
8. Provide a short description (255 characters max) that best describes your company, for marketing on the front page of Choice Facility Partners' web-page.
9. Provide a website/webpage address that describes the product(s) for which you are submitting a response to the RFP.
10. Provide your company logo in .eps file format to upload to the Choice Facility Partner's website and if applicable, provide an online order link.

11.0 ATTACHMENTS

Attachment #1

INSURANCE REQUIREMENTS

Minimum Insurance Requirements

- The awarded Vendor shall, at all times during the term of this contract, maintain insurance coverage with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.
- All policies of insurance shall waive all rights of subrogation against HCDE, its officers, employees and agents.
- Upon request, certified copies of original insurance policies shall be furnished to HCDE.
- HCDE reserves the right to require additional insurance should it be deemed necessary.

- A. Workers' Compensation (with Waiver of subrogation to HCDE) Employer's Liability, including all states, U.S. Longshoremen, Harbor Workers and other endorsements, if applicable to the Project.

Statutory, and Bodily Injury by Accident: \$100,000 each employee. Bodily Injury by Disease: \$500,000 policy limit \$100,000 each employee. HCDE shall be named as an "additional insured" on workers' compensation policy.

- B. Commercial General Liability Occurrence Form including, but not limited to, Premises and Operations, Products Liability Broad Form Property Damage, Contractual Liability, Personal and Advertising Injury Liability and where the exposure exists, coverage for watercraft, blasting collapse, and explosions, blowout, catering and underground damage.

- \$300,000 each occurrence Limit Bodily Injury and Property Damage combined
- \$300,000 Products-Completed Operations Aggregate Limit \$500,000 per Job Aggregate
- \$300,000 Personal and Advertising Injury Limit

HCDE shall be named as an "additional insured" on commercial general liability policy.

- C. Automobile Liability Coverage:

- \$300,000 Combined Liability Limits Bodily Injury and Property Damage Combined

HCDE shall be named as an "additional insured" on automobile policy.

Attachment #2

CONFLICT OF INTEREST DISCLOSURE STATEMENT

HCDE/CFP is required to comply with Texas Local Government Code Chapter 176 and Disclosure of Certain Relationships with Local Government Officers. This means any company that does business with HCDE/CFP must fill out a Conflict of Interest Questionnaire (CIQ) if either of the following situations exist:

1. The vendor has an employment or other business relationship with an HCDE local government officer or a family member resulting in the officer or family member receiving taxable income.
2. The vendor has given one of HCDE's local government officers or family member(s) one or more gifts (excluding food, lodging, transportation, and entertainment) that has an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of an executed contract or consideration of the person for a contract to do business with HCDE.

Statements must be filed within seven (7) business days after the officer becomes aware a conflict of interest exists.

Below is a listing of current member of the HCDE Board of Trustees and HCDE's Superintendent:

Ms. Angie Chesnut, President
Mr. Louis Evans, III, Vice-President
Mr. Jim Henley
Debra Kerner
Mr. Roy Morales
Mr. Carl Schwartz
Mr. Michael Wolfe

Dr. John Sawyer, Superintendent

Below is a list of HCDE's current local government officers:

Jesus Amezcua
Linda Pitre
Celes Harris
Joanie Rethlake
Les Hooper
Jim Schul
Dean Zajicek
Natasha Truitt

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ****For vendor or other person doing business with local governmental entity****This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.**2 ☐ Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship._____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

D. Describe each employment or business relationship with the local government officer named in this section.

☐_____
Signature of person doing business with the governmental entity_____
Date

Attachment #3

ANTITRUST CERTIFICATION STATEMENT
(TEX. GOVERNMENT CODE § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

- 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;
- In connection with this bid/proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- In connection with this bid/proposal, neither I nor any representative of the Company have violated any federal antitrust law; and
- Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid/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.

<p>Proposer _____ _____</p> <p>Address _____ _____ _____</p> <p>Fax _____ _____</p>	<p>Bidder _____ Signature</p> <p>_____ Printed Name</p> <p>_____ Position with Company</p> <p>Official Authorizing Bid/Proposal</p> <p>_____ Signature</p> <p>_____ Printed Name</p> <p>_____ Position with Company</p>
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Attachment #4

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION-
LOWER TIER COVERED TRANSACTIONS**

This certificate is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture Agency with which this transaction originated.

1. The prospective lower tier participant certifies, by submission of the proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

Organization's Name

RFP/Award # or Project Name

Name and Title of Authorized Representative

Signature

Attachment #5

SAFE AND SECURE SCHOOLS POLICY

It is the policy of HCDE to promote safe and secure schools. All vendors and subcontractors are responsible for ensuring employees on the job site are in compliance with the following:

- **NO DRUGS, ALCOHOL, OR TOBACCO** – All HCDE and most CFP members' property and facilities are drug-free zones. No one may use, consume, carry, transport, or exchange tobacco, cigarettes, alcohol, or illegal drugs while in or on HCDE or CFP members' property or building. If your company has a drug testing policy, please attach a copy of the policy.
- **NO WEAPONS** on school grounds with the exception of normal tools used in construction.
- **CONVICTED CHILD AND SEX OFFENDERS** may not work on school grounds.

Vendor(s) must pre-qualify their subcontractors. As an attachment, please explain how you will make your subcontractors aware of these requirements prior to starting projects.

Attachment #6

TAXPAYER IDENTIFICATION NUMBER REQUEST

Attach
ment # **W-9**
(Rev. February 2005)

**Request for Taxpayer
Identification Number and Certification**

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

Please print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)				
Business n				
Check appropriate box:	<input type="checkbox"/> Individual/Sole Proprietor	<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other _____
	<input type="checkbox"/> LLC filing as Sole Proprietor	<input type="checkbox"/> LLC filing as Corporation	<input type="checkbox"/> LLC filing as Partnership	
Address (number, street, and apt. or suite no.)			Requester's name and address (optional)	
City, state, and ZIP code				
List account number(s) here (optional)				

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 3 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 3.)

Sign Here	Signature of U.S. person ►	Date ►
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Attachment #7

Prevailing Wage Rates

The awarded Vendor and all subcontractors shall comply with all applicable laws regarding prevailing wage rates including, but not limited to, Texas Government Code Chapter 2258 and any related federal requirements applicable to this procurement by HCDE, including the Davis-Bacon Act. **All Contractors and Subcontractors shall comply with all state and federal laws including, but not limited to, laws of labor, minimum wage, safety, and equal employment opportunity. All Contractors and Subcontractors must pay not less than the general prevailing wage rate as listed herein plus any applicable fringe benefits.**

The prevailing wage rates listed are to be considered the minimum to be paid, and the listing of prevailing wage rates shall not be construed to prohibit the payment of rates higher than those listed. The Contractor and Subcontractor(s) shall maintain an adequate workforce whether wage rates higher than those listed are required or not. HCDE will not consider claims for additional compensation because of payments of wage rates in excess of the applicable rates listed herein.

Chapter 2258 of the Texas Government Code applies to the construction of a public work, including a building, highway, road, excavation, and repair work or other project development or improvement, paid for in whole or in part from public funds, without regard to whether the work is done under public supervision or direction. Section 2258.021 mandates that a worker employed on a public work other than maintenance work be paid not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the work is performed and not less than the general prevailing wage rate of per diem wages for legal holiday and overtime work. A worker is employed on a public work if the worker is employed by a contractor or subcontractor in the execution of a contract for the public work with HCDE.

HCDE has adopted the prevailing wage rate as determined by the U.S. Department of Labor in accordance with the Davis-Bacon Act (40 U.S.C. § 276a et seq) and its subsequent amendments, as the prevailing rate of per diem wages in HCDE for each craft or type of worker needed to execute a public works contract and also for legal holiday and overtime work. See HCDE Policy CV (Local). The current U.S. Department of Labor wage determination rates for Texas may be accessed on the Internet at <http://www.access.gpo.gov/davisbacon/>. Click on Browse all Determinations by State and then click on Texas. Then locate Harris County. Click under the Building column for Harris County to access the rates for all trades. Prevailing Wage Rates: Base per Diem rate shall be taken as the hours worked per day times the Base Hourly Rate. Overtime Rates: Over 40 hours per week and holidays at base hourly rate times 1.5.

If the awarded Vendor is performing service(s) or providing product(s) to a CFP member, the CFP member shall notify the awarded Vendor of the applicable pricing / prevailing wage rates and the awarded Vendor must apply any local wage rates requested. The awarded Vendor and any subcontractor(s) shall comply with the prevailing wage rates set by the CFP member.

Section 2258.023 of the Texas Government Code, entitled "PREVAILING WAGE RATES TO BE PAID BY CONTRACTOR AND SUBCONTRACTOR; PENALTY," states, in pertinent part:

(a) The contractor who is awarded a contract by a public body or a subcontractor of the contractor shall pay not less than the rates determined under Section 2258.022 to a worker employed by it in the execution of the contract.

(b) A contractor or subcontractor who violates this section shall pay to the state or a political subdivision of the state on whose behalf the contract is made, \$60 for each worker employed for each calendar day or part of the day that the worker is paid less than the wage rates stipulated in the contract. A public body awarding a contract shall specify this penalty in the contract.

(d) The public body shall use any money collected under this section to offset the costs incurred in the administration of this chapter.

I, the awarded Vendor, certify that I am in compliance with all applicable standards, orders and/or regulations issued pursuant to the programs subject to the Davis-Bacon Act (40 U.S.C. 276a et seq.), the Regulations of the Department of Labor, 29 CFR part 5, and Texas Government Code Chapter 2258.

Organization's Name

Name and Title of Authorized Representative

Signature

Date

Crew Travel and Mobilization

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
CFP Reg Edinburg	1	EA	\$1,250.00	\$1,250.00
CFP Reg Corpus Christi	1	EA	\$0.00	\$0.00
CFP Reg Victoria	1	EA	\$0.00	\$0.00
CFP Reg Houston	1	EA	\$0.00	\$0.00
CFP Reg Beaumont	1	EA	\$0.00	\$0.00
CFP Reg Huntsville	1	EA	\$0.00	\$0.00
CFP Reg Kilgore	1	EA	\$1,000.00	\$1,000.00
CFP Reg Mt. Pleasant	1	EA	\$1,000.00	\$1,000.00
CFP Reg Wichita Falls	1	EA	\$1,000.00	\$1,000.00
CFP Reg Richardson	1	EA	\$0.00	\$0.00
CFP Reg Fort Worth	1	EA	\$0.00	\$0.00
CFP Reg Waco	1	EA	\$0.00	\$0.00
CFP Reg Austin	1	EA	\$0.00	\$0.00
CFP Reg Abilene	1	EA	\$1,000.00	\$1,000.00
CFP Reg San Angelo	1	EA	\$1,250.00	\$1,250.00
CFP Reg Amarillo	1	EA	\$1,250.00	\$1,250.00
CFP Reg Lubbock	1	EA	\$1,250.00	\$1,250.00
CFP Reg Midland	1	EA	\$1,500.00	\$1,500.00
CFP Reg El Paso	1	EA	\$1,500.00	\$1,500.00
CFP Reg San Antonio	1	EA	\$0.00	\$0.00

* The above Crew Travel and Mobilization Prices are applicable to any work in each of the following sections. *

A) Cured-in-place pipe (CIPP) reconstruction of gravity sewers

	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Extension</u>
1 6" x 4.5mm	1	LF	\$40.50	\$40.50
2 8" x 4.5mm	1	LF	\$31.00	\$31.00
3 10" x 6.0mm	1	LF	\$41.50	\$41.50
4 12" x 6.0mm	1	LF	\$57.50	\$57.50
5 15" x 7.5mm	1	LF	\$66.00	\$66.00
6 18" x 9.0mm	1	LF	\$81.50	\$81.50
7 21" x 9.0mm	1	LF	\$109.50	\$109.50
8 24" x 10.5mm	1	LF	\$131.50	\$131.50
9 27" x 10.5mm	1	LF	\$155.00	\$155.00
10 30" x 12.0mm	1	LF	\$182.50	\$182.50
11 33" x 12.0mm	1	LF	\$204.00	\$204.00
12 36" x 12.0mm	1	LF	\$244.00	\$244.00
13 42" x 13.5mm	1	LF	\$285.00	\$285.00
14 48" x 15.0mm	1	LF	\$408.00	\$408.00
15 54" x 18.0mm	1	LF	\$538.00	\$538.00
16 6" & 8" Additional 1.5mm	1	LF	\$1.00	\$1.00
17 10" & 12" Additional 1.5mm	1	LF	\$2.00	\$2.00
18 15" & 18" Additional 1.5mm	1	LF	\$10.00	\$10.00
19 21" & 24" Additional 1.5mm	1	LF	\$15.00	\$15.00
20 27" Additional 1.5mm	1	LF	\$25.00	\$25.00
21 30" Additional 1.5mm	1	LF	\$25.00	\$25.00
22 33" Additional 1.5mm	1	LF	\$30.00	\$30.00
23 36" Additional 1.5mm	1	LF	\$30.00	\$30.00
24 42" Additional 1.5mm	1	LF	\$40.00	\$40.00
25 48" Additional 1.5mm	1	LF	\$50.00	\$50.00
26 54" Additional 1.5mm	1	LF	\$60.00	\$60.00
27 6" - 10" Backyard Easement Setup Per Install Length	1	LF	\$4.00	\$4.00
28 12" - 18" Backyard Easement Setup Per Install Length	1	LF	\$10.00	\$10.00
29 Timber Matting for Large Diameter Setup	1	SY	\$20.00	\$20.00
30 Internal Reconnection of service connection by robotic cutter	1	EA	\$235.00	\$235.00
30A Sealing of service connection w/chemical grouting after internal reconnection, minimum quantity of 15 to be completed per mobilization.	1	EA	\$400.00	\$400.00

Note: Any CIPP over 54" will be on an individual quote basis.

Clean/TV & Evaluation for Gravity Sewers

31	6" - 12" Clean & TV sewer	1	LF	\$5.50	\$5.50
32	15" - 21" Clean & TV sewer	1	LF	\$11.00	\$11.00
33	24" - 33" Clean & TV sewer	1	LF	\$19.50	\$19.50
34	36" & 42" Clean & TV sewer	1	LF	\$30.00	\$30.00
35	48" & 54" Clean & TV sewer	1	LF	\$50.00	\$50.00
36	6" - 15" Post TV Inspection after Rehabilitation	1	LF	\$2.50	\$2.50
37	18" - 27" Post TV Inspection after Rehabilitation	1	LF	\$4.00	\$4.00
38	30" or Larger Post TV Inspection after Rehabilitation	1	LF	\$5.50	\$5.50
39	Re-setup for clean & TV Inspection Due to Point Repairs	1	EA	\$150.00	\$150.00
40	Root Removal	1	LF	\$3.00	\$3.00
41	Grease Removal	1	LF	\$3.00	\$3.00
42	Other Remote Obstruction Removal (max. 10 LF)	1	EA	\$1,350.00	\$1,350.00
43	Above Ground Physical Inspection	1	LF	\$4.00	\$4.00

Bypass for gravity sewers and associated items

44	Set Up 4" Pump (Per Pump)	1	EA	\$450.00	\$450.00
45	Set Up 6" Pump (Per Pump)	1	EA	\$1,050.00	\$1,050.00
46	Set Up 8" Pump (Per Pump)	1	EA	\$1,500.00	\$1,500.00
47	Set Up 12" Pump (Per Pump)	1	EA	\$2,650.00	\$2,650.00
48	Set Up 4" Piping	1	LF	\$37.50	\$37.50
49	Set Up 6" Piping	1	LF	\$46.50	\$46.50
50	Set Up 8" Piping	1	LF	\$80.00	\$80.00
51	Set up 12" Piping	1	LF	\$110.00	\$110.00
52	Set up 18" Piping	1	LF	\$135.00	\$135.00
53	Operate 4" Pumping System	1	DAY	\$94.00	\$94.00
54	Operate 6" Pumping System	1	DAY	\$710.00	\$710.00
55	Operate 8" Pumping System	1	DAY	\$1,135.00	\$1,135.00
56	Operate 12" Pumping System	1	DAY	\$1,825.00	\$1,825.00
57	Bypass - Driveway Ramp (Setup, Operate, Maintain)	1	EA	\$460.00	\$460.00
58	Bypass - Street Ramp (Setup, Operate, Maintain)	1	EA	\$460.00	\$460.00
59	Bypass - Street Trenching for 8" Pipe (Setup, Operate, Maintain)	1	LF	\$67.50	\$67.50
60	Bypass - Street Trenching for 12" Pipe (Setup, Operate, Maintain)	1	LF	\$90.00	\$90.00
61	Bypass - Street Trenching for 18" Pipe (Setup, Operate, Maintain)	1	LF	\$112.50	\$112.50
62	Bypass Plan (3rd Party Certified)	1	EA	\$2,150.00	\$2,150.00

Value Add: Aqua-Pipe CIPP reconstruction of water mains

63	6" diameter liner	1	LF	\$80.00	\$80.00
64	8" diameter liner	1	LF	\$91.00	\$91.00
65	10" diameter liner	1	LF	\$110.00	\$110.00
66	12" diameter liner	1	LF	\$120.00	\$120.00
67	Re-opening of service connections internally	1	EA	\$350.00	\$350.00

Note: For any required temporary bypass of water service refer to items 86 and 87.

The following items apply as applicable to sections B thru K and as needed in section A items 1-67:

68	Mobilization	1	Day	\$10.00	\$10.00
69	Pre-Construction Video	1	Day	\$1,000.00	\$1,000.00
70	Erosion Control	1	LF	\$1.50	\$1.50
71	MOT				
	a) Signage	1	Ea-Month	\$1,000.00	\$1,000.00
	b) Flagmen	1	HR	\$45.00	\$45.00
72	Excavation/Backfill				
	a) 0-4 feet deep	1	SF	\$2.00	\$2.00
	b) 4-6 feet deep	1	SF	\$3.00	\$3.00

	c) 6-10 feet deep	1	SF	\$4.00	\$4.00
73	Trench Shoring				
	a) 4-6 feet deep	1	LF Trench	\$5.00	\$5.00
	b) 6-10 feet deep	1	LF Trench	\$10.00	\$10.00
74	Surface Restoration				
	a) Sod	1	SF	\$1.00	\$1.00
	b) 4-inch concrete	1	SF	\$6.00	\$6.00
	c) 6-inch concrete	1	SF	\$8.00	\$8.00
	d) 2-inch asphalt	1	SF	\$4.00	\$4.00
	e) 3-inch asphalt	1	SF	\$6.00	\$6.00
	f) Curb	1	LF	\$25.00	\$25.00
75	Material extras				
	a) Lime Rock	1	Ton	\$35.00	\$35.00
	b) 57/Washed Stone	1	Ton	\$30.00	\$30.00
	c) Imported Sand	1	Ton	\$25.00	\$25.00
	d) Gravel	1	Ton	\$30.00	\$30.00

B) Pipe Bursting with HDPE for Sewer Lines

HDPE DR 17

76	6-inch diameter	1	LF	\$35.00	\$35.00
77	8-inch diameter	1	LF	\$40.00	\$40.00
78	10-inch diameter	1	LF	\$45.00	\$45.00
79	12-inch diameter	1	LF	\$50.00	\$50.00
80	14-inch diameter	1	LF	\$72.00	\$72.00
81	16-inch diameter	1	LF	\$92.00	\$92.00
82	18-inch diameter	1	LF	\$114.00	\$114.00
83	20-inch diameter	1	LF	\$137.00	\$137.00

Manhole Connections

84	6-inch	1	EA	\$150.00	\$150.00
85	8-inch	1	EA	\$200.00	\$200.00
86	10-inch	1	EA	\$250.00	\$250.00
87	12-inch	1	EA	\$300.00	\$300.00
88	14-inch	1	EA	\$350.00	\$350.00
89	16-inch	1	EA	\$400.00	\$400.00
90	18-inch	1	EA	\$450.00	\$450.00
91	20-inch	1	EA	\$500.00	\$500.00

Sewer Later Connections

92	4-inch connection				
	a) 0-4 feet deep	1	EA	\$950.00	\$950.00
	b) 4-6 feet deep	1	EA	\$1,500.00	\$1,500.00
	c) 6-10 feet deep	1	EA	\$2,500.00	\$2,500.00
93	6-inch connection				
	a) 0-4 feet deep	1	EA	\$1,200.00	\$1,200.00
	b) 4-6 feet deep	1	EA	\$1,900.00	\$1,900.00
	c) 6-10 feet deep	1	EA	\$2,900.00	\$2,900.00

Clean-out Installation

94	4-inch	1	EA	\$375.00	\$375.00
95	6-inch	1	EA	\$475.00	\$475.00

Sewer Lateral Pipe Bursting

96	4-inch	1	LF	\$31.00	\$31.00
97	6-inch	1	LF	\$35.00	\$35.00

C) Pipe Bursting with Pre-Chlorination for Water Main Replacement Procedure

HDPE DR 11

98	3-inch diameter DIP	1	LF	\$22.00	\$22.00
99	4-inch diameter DIP	1	LF	\$26.00	\$26.00
100	6-inch diameter DIP	1	LF	\$35.00	\$35.00
101	8-inch diameter DIP	1	LF	\$40.00	\$40.00
102	10-inch diameter DIP	1	LF	\$45.00	\$45.00
103	12-inch diameter DIP	1	LF	\$50.00	\$50.00
Fittings					
a) Bends and sleeves, DI					
104	6-inch	1	EA	\$150.00	\$150.00
105	8-inch	1	EA	\$200.00	\$200.00
106	10-inch	1	EA	\$250.00	\$250.00
107	12-inch	1	EA	\$300.00	\$300.00
b) Tees, DI					
108	6x6x4	1	EA	\$225.00	\$225.00
109	6x6x6	1	EA	\$250.00	\$250.00
110	8x8x4	1	EA	\$250.00	\$250.00
111	8x8x6	1	EA	\$275.00	\$275.00
112	8x8x8	1	EA	\$300.00	\$300.00
113	10x10x4	1	EA	\$300.00	\$300.00
114	10x10x6	1	EA	\$300.00	\$300.00
115	10x10x8	1	EA	\$350.00	\$350.00
116	10x10x10	1	EA	\$350.00	\$350.00
117	12x12x6	1	EA	\$350.00	\$350.00
118	12x12x8	1	EA	\$350.00	\$350.00
119	12x12x10	1	EA	\$400.00	\$400.00
120	12x12x12	1	EA	\$400.00	\$400.00
Gate Valves					
121	4-inch	1	EA	\$400.00	\$400.00
122	6-inch	1	EA	\$900.00	\$900.00
123	8-inch	1	EA	\$1,500.00	\$1,500.00
124	10-inch	1	EA	\$1,750.00	\$1,750.00
125	12-inch	1	EA	\$2,500.00	\$2,500.00
126	Fire Hydrants	1	EA	\$3,250.00	\$3,250.00
Connection at Services					
a) Up to 1" service, short side up to 5-feet					
127	6-inch main	1	EA	\$450.00	\$450.00
128	8-inch main	1	EA	\$475.00	\$475.00
129	10-inch main	1	EA	\$500.00	\$500.00
130	12-inch main	1	EA	\$550.00	\$550.00
b) Up to 2" service, short side up to 5-feet					
131	6-inch main	1	EA	\$650.00	\$650.00
132	8-inch main	1	EA	\$675.00	\$675.00
133	10-inch main	1	EA	\$700.00	\$700.00
134	12-inch main	1	EA	\$750.00	\$750.00
c) Up to 1" service, long side up to 30-feet					
135	6-inch main	1	EA	\$550.00	\$550.00
136	8-inch main	1	EA	\$575.00	\$575.00
137	10-inch main	1	EA	\$600.00	\$600.00
138	12-inch main	1	EA	\$650.00	\$650.00
d) Up to 2" service, long side up to 30-feet					
139	6-inch main	1	EA	\$750.00	\$750.00
140	8-inch main	1	EA	\$775.00	\$775.00
141	10-inch main	1	EA	\$800.00	\$800.00

142	12-inch main	1	EA	\$850.00	\$850.00
	e) Additional service length				
143	Over 30-feet x 1"	1	LF	\$12.00	\$12.00
144	Over 30-feet x 2"	1	LF	\$15.00	\$15.00
	Line Stops				
145	4-inch	1	EA	\$3,500.00	\$3,500.00
146	6-inch	1	EA	\$4,500.00	\$4,500.00
147	8-inch	1	EA	\$5,000.00	\$5,000.00
148	10-inch	1	EA	\$5,000.00	\$5,000.00
149	12-inch	1	EA	\$7,000.00	\$7,000.00
	Bypass for water main pipe bursting or CIPP lining				
150	2-inch temporary	1	LF	\$23.00	\$23.00
151	4-inch temporary	1	LF	\$26.00	\$26.00
152	6-inch temporary	1	LF	\$31.00	\$31.00
	Temporary service connections for water main bypass				
153	2-inch short side	1	EA	\$275.00	\$275.00
154	2-inch long side	1	EA	\$375.00	\$375.00
155	4-inch short side	1	EA	\$300.00	\$300.00
156	4-inch long side	1	EA	\$400.00	\$400.00
157	6-inch short side	1	EA	\$325.00	\$325.00
158	6-inch long side	1	EA	\$425.00	\$425.00
D) Polyethylene (PE) Sewer Pipe Sliplining					
	PE Pipe DR 22.5				
159	4-inch	1	LF	\$25.00	\$25.00
160	6-inch	1	LF	\$30.00	\$30.00
161	8-inch	1	LF	\$35.00	\$35.00
162	10-inch	1	LF	\$40.00	\$40.00
163	12-inch	1	LF	\$45.00	\$45.00
164	Annular Space - Grouting	1	CY	\$300.00	\$300.00
165					
E) Pre-Chlorination Procedure for Rehabilitation of Existing Water Lines					
	Pipe String Fusion				
166	4-inch	1	LF	\$30.00	\$30.00
167	6-inch	1	LF	\$35.00	\$35.00
168	8-inch	1	LF	\$40.00	\$40.00
169	10-inch	1	LF	\$45.00	\$45.00
170	12-inch	1	LF	\$50.00	\$50.00
	Pressure Testing				
171	4-12 inch	1	LF	\$2.00	\$2.00
172	Charge Water	1	K-Gals	\$1.00	\$1.00
	Chlorination				
173	4-inch	1	LF	\$1.00	\$1.00
174	6-inch	1	LF	\$1.50	\$1.50
175	8-inch	1	LF	\$2.00	\$2.00
176	10-inch	1	LF	\$2.50	\$2.50
177	12-inch	1	LF	\$3.00	\$3.00
178	BT Test	1	EA	\$250.00	\$250.00
	Flushing				
179	4-12 inch	1	LF	\$0.50	\$0.50
180	Charge Water	1	K-Gals	\$0.50	\$0.50

Dechlorination					
181	4-12 inch	1	K-Gals	\$1.00	\$1.00

F) Trenchless Rehabilitation/Reconstruction of Pipelines and Conduits

Swagelining

a) Camera

182	0-10 inch	1	LF	\$1.00	\$1.00
183	10-24 inch	1	LF	\$1.50	\$1.50
184	25-36 inch	1	LF	\$2.00	\$2.00
185	37-48 inch	1	LF	\$2.50	\$2.50
186	Over 48 inch	1	LF	\$3.00	\$3.00

b) Clean

187	0-10 inch	1	LF	\$2.50	\$2.50
188	10-24 inch	1	LF	\$3.00	\$3.00
189	25-36 inch	1	LF	\$3.50	\$3.50
190	37-48 inch	1	LF	\$4.00	\$4.00
191	Over 48 inch	1	LF	\$4.50	\$4.50

c) Pigging

See item G) Pig Cleaning

d) Gauging

192	0-10 inch	1	LF	\$1.00	\$1.00
193	10-24 inch	1	LF	\$1.50	\$1.50
194	25-36 inch	1	LF	\$2.00	\$2.00
195	37-48 inch	1	LF	\$2.50	\$2.50
196	Over 48 inch	1	LF	\$3.00	\$3.00

197	e) Obstruction Removal	1	EA	\$200.00	\$200.00
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f) Pipe Liner Insertion

1) PE 4710 DR 32.5

198	4-inch	1	LF	\$10.00	\$10.00
199	6-inch	1	LF	\$20.00	\$20.00
200	8-inch	1	LF	\$25.00	\$25.00
201	10-inch	1	LF	\$35.00	\$35.00
202	12-inch	1	LF	\$50.00	\$50.00
203	16-inch	1	LF	\$75.00	\$75.00
204	18-inch	1	LF	\$95.00	\$95.00
205	20-inch	1	LF	\$130.00	\$130.00
206	24-inch	1	LF	\$180.00	\$180.00
207	30-inch	1	LF	\$240.00	\$240.00
208	36-inch	1	LF	\$280.00	\$280.00
209	42-inch	1	LF	\$340.00	\$340.00
210	48-inch	1	LF	\$400.00	\$400.00

2) PE 4710 DR 26

211	4-inch	1	LF	\$20.00	\$20.00
212	6-inch	1	LF	\$25.00	\$25.00
213	8-inch	1	LF	\$30.00	\$30.00
214	10-inch	1	LF	\$40.00	\$40.00
215	12-inch	1	LF	\$55.00	\$55.00
216	16-inch	1	LF	\$80.00	\$80.00
217	18-inch	1	LF	\$105.00	\$105.00
218	20-inch	1	LF	\$150.00	\$150.00
219	24-inch	1	LF	\$200.00	\$200.00
220	30-inch	1	LF	\$260.00	\$260.00

221	36-inch	1	LF	\$300.00	\$300.00
222	42-inch	1	LF	\$360.00	\$360.00
223	48-inch	1	LF	\$420.00	\$420.00

3) PE 4710 DR 19

224	4-inch	1	LF	\$25.00	\$25.00
225	6-inch	1	LF	\$30.00	\$30.00
226	8-inch	1	LF	\$35.00	\$35.00
227	10-inch	1	LF	\$45.00	\$45.00
228	12-inch	1	LF	\$60.00	\$60.00
229	16-inch	1	LF	\$90.00	\$90.00
230	18-inch	1	LF	\$120.00	\$120.00
231	20-inch	1	LF	\$175.00	\$175.00
232	24-inch	1	LF	\$220.00	\$220.00
233	30-inch	1	LF	\$280.00	\$280.00
234	36-inch	1	LF	\$300.00	\$300.00
235	42-inch	1	LF	\$380.00	\$380.00
236	48-inch	1	LF	\$440.00	\$440.00

4) PE 4710 DR 15.5

237	4-inch	1	LF	\$30.00	\$30.00
238	6-inch	1	LF	\$35.00	\$35.00
239	8-inch	1	LF	\$40.00	\$40.00
240	10-inch	1	LF	\$50.00	\$50.00
241	12-inch	1	LF	\$65.00	\$65.00
242	16-inch	1	LF	\$100.00	\$100.00
243	18-inch	1	LF	\$130.00	\$130.00
244	20-inch	1	LF	\$190.00	\$190.00
245	24-inch	1	LF	\$240.00	\$240.00
246	30-inch	1	LF	\$310.00	\$310.00
247	36-inch	1	LF	\$330.00	\$330.00
248	42-inch	1	LF	\$400.00	\$400.00
249	48-inch	1	LF	\$460.00	\$460.00

G) Pig Cleaning

Foam Pig

250	0-12 inch	1	LF	\$0.50	\$0.50
251	13-24 inch	1	LF	\$1.50	\$1.50
252	25-36 inch	1	LF	\$2.50	\$2.50
253	37-48 inch	1	LF	\$3.50	\$3.50
254	Over 48 inch	1	LF	\$5.00	\$5.00

Wire Bullet Pig

255	0-12 inch	1	LF	\$1.00	\$1.00
256	13-24 inch	1	LF	\$2.00	\$2.00
257	25-36 inch	1	LF	\$3.00	\$3.00
258	37-48 inch	1	LF	\$4.00	\$4.00
259	Over 48 inch	1	LF	\$6.00	\$6.00

Blade Scraper Pig

260	0-12 inch	1	LF	\$0.50	\$0.50
261	13-24 inch	1	LF	\$1.50	\$1.50
262	25-36 inch	1	LF	\$2.50	\$2.50
263	37-48 inch	1	LF	\$3.50	\$3.50
264	Over 48 inch	1	LF	\$5.00	\$5.00

H) Time and Material Unit Rates for Change Orders

Materials, Subcontractors and Rentals

265 Markup = 15%

266 Sales Taxes = Per Jurisdiction

Labor

267	Executive Supervisor	1	HR	\$55.00	\$55.00
268	Superintendent	1	HR	\$45.00	\$45.00
269	Administrator	1	HR	\$25.00	\$25.00
270	Crew Chief	1	HR	\$40.00	\$40.00
271	Equipment Operator	1	HR	\$35.00	\$35.00
272	Pipelayer - Skilled	1	HR	\$30.00	\$30.00
273	Pipelayer - Helper	1	HR	\$28.00	\$28.00
274	Laborer - Unskilled	1	HR	\$25.00	\$25.00

I) Directional Drilling & Pipe Installation

275	2-inch	1	LF	\$19.00	\$19.00
276	4-inch	1	LF	\$26.00	\$26.00
277	6-inch	1	LF	\$35.00	\$35.00
278	8-inch	1	LF	\$40.00	\$40.00
279	10-inch	1	LF	\$55.00	\$55.00
280	12-inch	1	LF	\$72.00	\$72.00
281	14-inch	1	LF	\$89.00	\$89.00
282	16-inch	1	LF	\$100.00	\$100.00
283	18-inch	1	LF	\$115.00	\$115.00
284	20-inch	1	LF	\$180.00	\$180.00
285	24-inch	1	LF	\$240.00	\$240.00

J) Manhole Rehabilitation

281	All sizes installation of manhole chimney seals	1	EA	\$650.00	\$650.00
282	All sizes installation of stainless steel manhole inserts	1	EA	\$225.00	\$225.00
283	Grouting of heavy infiltration to facilitate manhole rehab for items 284 & 285	1	EA MH	\$1,500.00	\$1,500.00
284	Manhole rehabilitation - cementitious	1	SQFT	\$18.00	\$18.00
285	Manhole rehabilitation - epoxy	1	SQFT	\$25.00	\$25.00

K) Gravity Sewer CIPP Lateral Renewal Systems

4"-6" Internal installation and cure of top hat shaped structure up to 5' from main					
286	<15" dia - No cleanout required	1	EA	\$1,925.00	\$1,925.00
4"-6" Internal installation and cure of top hat shaped structure up to 20' from main <15" dia - Cleanout required					
287		1	EA	\$3,200.00	\$3,200.00
4"-6" Installation and cure of structural lateral liner from main beyond 20' from main <15" dia					
288		1	LF	\$50.00	\$50.00
4"-6" Installation and cure of structural lateral liner from surface clean out to main					
289		1	LF	\$125.00	\$125.00
4"-6" Set-up charge per line section for installations of <20 total laterals per project					
290		1	EA	\$1,500.00	\$1,500.00
4"-6" installation of a surface cleanout or access pit for Items #2 & #4					
291		1	EA	\$1,000.00	\$1,000.00

**“EXHIBIT A”
TR #12481
SIGNATURE PAGES**

5.0 CONTRACT TERMS AND CONDITIONS

The terms and conditions set forth below, including provisions of all attachments referenced herein, the RFP, and the complete submitted proposal constitute the Contract between HCDE and the awarded Vendor. 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. Proposers shall include a separate document as part of their response containing any required exceptions or deviations from these terms, conditions, and specifications. If accepted by HCDE, in its sole discretion, the document's contents will be incorporated into the final contract.

CONTRACT between

Harris County Department of Education

and

Vendor: SAK Construction, LLC

for

RFP Title: Request for Proposals For Trenchless Technology Rehabilitation and
Related Items and Services

This Contract is made and entered into by and between Harris County Department of Education ("HCDE"), a local governmental entity, having its principal place of business at 6300 Irvington Boulevard, Houston, Texas 77022 and Vendor SAK Construction, LLC, having its principal place of business at 103 N. Cool Springs, O'Fallon, MO ("Vendor"). 63366
This Contract consists of the terms and conditions set forth below, including provisions of all attachments referenced herein, Request for Proposal # 10/039MP ("RFP"), and Vendor's complete response to the RFP. Vendor agrees and understands that this Contract may be used by governmental agencies and eligible organizations participating in HCDE's Choice Facility Partners ("CFP") cooperative purchasing program (collectively, "CFP members").

TERMS AND CONDITIONS

1. Contract Terms and Conditions

The terms and conditions of this Contract shall govern all procurements conducted hereunder. No pre-published terms on Vendor's purchase or work order acknowledgments or invoices shall have any force or effect. Further, no amendment to the terms of this Contract shall have any force or effect unless and until first approved in writing by HCDE, and no such amendment shall have any effect unless and until a written amendment to this Contract is executed by HCDE's Superintendent or his designee after any necessary approvals have been obtained from the HCDE Board of Trustees.

48. Entire Agreement

The Contract, including any and all exhibits attached hereto, the RFP, and Vendor's submitted response to the RFP is the entire agreement of the parties and supersedes any prior or contemporaneous representations, agreements, negotiations, or understandings between them, whether written or oral, with respect to the subject matter hereof. No waiver, alteration, or modification of any of the provisions of this Contract shall be binding unless in writing and signed by duly authorized representatives of the parties hereto. This Contract supersedes any conflicting terms and conditions on any purchase or work orders, invoices, checks, order acknowledgements, forms, purchase orders, or similar commercial documents relating hereto and which may be issued by Vendor after the Effective Date of this Contract.

49. Notices

Any notice provided under the terms of this Contract by either party to the other shall be in writing and may be affected by certified mail, return receipt requested. Notice shall be sufficient if made or addressed to the party at the address listed in the signature line of this contract. Each party may change the address at which notice may be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

50. Captions

The captions herein are for convenience and identification purposes only, are not an integral part hereof, and are not to be considered in the interpretation of any part hereof.

51. Conflicts; Compliance

The terms and conditions of the RFP and Vendor's written submission in response to the RFP are hereby incorporated by reference into this Contract. To the extent that any provision of this Contract are in conflict with the terms and conditions of the RFP or Vendor's submission, the terms and conditions of this Contract shall control over any conflicting term in the RFP or Vendor's submission. To the extent that the terms and conditions of the RFP conflict with any portion of Vendor's submission, the terms and conditions of the RFP shall control over any conflicting term in Vendor's submission.

The undersigned proposer hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices quoted. The undersigned further certifies that he or she is an officer of the company and has authority to negotiate and contract for the company named below and meets/agrees with all of the above terms and conditions specified in this request.

Company name SAK Construction, LLC

Address 103 N. Cool Springs

City/State/Zip O'Fallon, MO 63366

Telephone No. 636-379-2350 ext. 13

Fax No. 636-379-2461

E-mail address bhirtz@sakconst.com

Authorized signature

Printed name Boyd Hirtz

Position with company Vice President

Sales Representative Charlie Kuhnmuensch

Email Address charliek@sakconst.com

Web site URL www.sak-construction.com

Accepted by HCDE

Term of Contract 10/19/2010 to 10/18/2011

Unless otherwise stated, this Contract is for a period of one (1) year with an option to renew annually for an additional four (4) years if agreed to by HCDE/CFP and the awarded Vendor. Vendor shall honor all participation fees for any sales resulting from this Contract whether Vendor is awarded a renewal or not.

HCDE Authorized Signature

Date

Print Name Jesus Amezcua Assistant Superintendent of Business Services

Approved by Harris County Department of Education

Job Contract No. 10/039MP-01



SAKTM

Pipeline Infrastructure. Solved.SM

"EXHIBIT B"
TR #12481

786.505.1602 *tel*
941.723.2701 *fax*

5201 Blue Lagoon Drive
8th Floor

Miami, FL 33126

March 28, 2014

Mr. Scott London
Operations Manager
City of Tamarac
10101 State Street
Tamarac, FL 33321-6428

RE: SAK CIPP Prices using the Choice Facility Partners Contract # 10/039MP-01

Dear Scott;

SAK Construction, LLC is pleased to offer the City of Tamarac these prices for Cured-In-Place lining for mainline, services laterals and manholes. Prices are from our Choice Facility Partners Contract # 10/039MP-01. As stated in the bid documents, (page 8 #12) we are offering discounts from the stated prices on our low bid contract.

ITEM	CFP Price	Discount Price
A) 2. & 16 CIPP – 8" x 6mm	\$ 32.00 LF	\$ 26.00 LF
31. Light Clean/CCTV	\$ 5.50 LF	\$ 0.00 LF
30A. Reconnect Lateral	\$ 400.00 EA	\$ 50.00 EA
44. By-Pass (if necessary)	\$ 450.00 EA	\$.00 LF

Total per linear foot \$ 26.00 LF plus \$50.00 each Lateral Reconnect

ITEM	CFP Price	Discount Price
B) 3. CIPP – 10" x 6mm	\$ 41.50 LF	\$ 28.00 LF
31. Light Clean/CCTV	\$ 5.50 LF	\$ 0.00 LF
30A. Reconnect Lateral	\$ 400.00 EA	\$ 50.00 EA
44. By-Pass (if necessary)	\$ 450.00 EA	\$.00 LF

Total per linear foot \$ 28.00 LF plus \$50.00 each Lateral Reconnect

K) 286 4"- 6" Internal installation and cure of top hat up to 5' from main	CFP Price	Discount Price
	\$1,925.00	\$1,735.00

287 4"- 6" Internal installation and cure of top hat up to 20' from main	CFP Price	Discount Price
	\$3,200.00	\$2,850.00

J) Manhole Rehabilitation	CFP Price	Discount Price
284 Cementitious	\$ 18.00 SQFT	\$ 13.30
285 Epoxy	\$ 25.00 SQFT	\$ 22.00



SAKTM

Pipeline Infrastructure. Solved.TM

786.505.1602 *tel*
941.723.2701 *fax*

5201 Blue Lagoon Drive
8th Floor

Miami, FL 33126

INCLUSIONS

- Pipeline cleaning, televising and service connection identification
- CIPP Installation.
- CCTV Acceptance Inspection DVD
- Traffic Control (Cones Only)
- Price includes one mobilization

EXCLUSIONS:

- Any special insurance required, i.e., railroad protective insurance
- Point repairs
- Access to hydrants for water within 500 ft of the installation point
- Permits
- Performance and Payment Bonds
- Bypass Pumping above and beyond the use of a 4" pump

Payment Terms:

- Net 30 days after receipt of an invoice
- Partial monthly payments will be requested
- Final Payment in full within 30 days of completion of SAK work

We appreciate the opportunity to work with the City of Tamarac. Please call if you have any questions.

Respectfully;

Gordon Marshall
Atlantic Area Business Development

CC: Clayton Washburn
Jeff Oberhofer

**AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND
SAK CONSTRUCTION, LLC.**

**"EXHIBIT C"
TR #12481**

THIS AGREEMENT is entered into on _____, 20__ between the City of Tamarac, a municipal corporation with principal offices located at 7525 NW 88th Avenue, Tamarac, Florida 33321 (City) and SAK Construction, LLC, a Missouri Limited Liability Company registered as a Florida Foreign Company, with principal offices located at 864 Hoff Road, O' Fallon, Missouri 63366 (the "CONTRACTOR") to provide for Cured-in-Place Pipe Lining Repairs to the City of Tamarac Wastewater Collection System Infiltration & Inflow infrastructure project. The parties hereby agree to the following terms and conditions.

1. In return for valuable consideration in an amount not to exceed One Million Nine Hundred Fifty Thousand Dollars and no cents (\$1,950,000.00), Contractor shall comply with the terms and conditions within the Choice Facility Partners (CFP) a division of Harris County (Texas) Department of Education (HCDE), Contract # 10/039MP-01 attached hereto as Exhibit A. All terms and conditions of the contract documents set forth in Exhibit A are incorporated herein as if set forth in full, except as modified by the proposal specific to the City of Tamarac as set forth in Exhibit B dated March 28, 2014, attached hereto and incorporated herein as if set forth in full.
2. Upon execution of this Agreement, all references made to the Choice Facility Partners Contract # 10/039MP-01 in Exhibit A and Exhibit B shall be interpreted as pertaining to the City of Tamarac, and all terms and conditions of Exhibit A and Exhibit B shall be deemed as having been implemented for use within the City of Tamarac. It is understood that wherever the words "agency name" or "agency board name" appear, they shall be read as "City of Tamarac" and "City of Tamarac Commissioners".
3. Term:

The term of this Agreement shall be for a one (1) year period effective on the date of approval of this Agreement. The City reserves the right to renew this Agreement in one (1) year increments, in the event that the Agreement is renewed by the Choice Facility Partners (CFP) a division of Harris County (Texas) Department of Education (HCDE).
4. This agreement, Exhibit A and Exhibit B constitute the entire agreement between the City and the Contractor. In the event of a conflict between these documents, this Agreement shall prevail, followed in precedence by Exhibit B and Exhibit A in that order.
5. Insurance: In addition to the insurance requirements stated in the Choice Facility Partners (CFP) Agreement, Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager Certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement. The following minimal insurance coverage shall be provided:

- a. Worker's Compensation Insurance: The Contractor shall procure and maintain for the life of this Agreement, Workers' Compensation. Insurance covering all employees with limits meeting all applicable state and federal laws. This coverage shall include Employer's Liability with limits meeting all applicable state and federal laws. This coverage must extend to any sub-consultant that does not have their own Workers' Compensation and Employer's Liability Insurance. The policy must contain a waiver of subrogation in favor of the City of Tamarac, executed by the insurance company. Sixty-(60) day notice of cancellation is required and must be provided to the City of Tamarac via Certified Mail.
- b. Comprehensive General Liability: The Contractor shall procure and maintain, for the life of this Agreement, Comprehensive General Liability Insurance. This coverage shall be on an "Occurrence" basis. Coverage shall include Premises and Operations; Independent Contractors' Products and Completed Operations and Contractual Liability. This policy shall provide coverage for death, personal injury or property damage that could arise directly or indirectly from the performance of this Agreement.
- c. Business Automobile Liability: The Contractor shall procure and maintain, for the life of the Agreement, Business Automobile Liability Insurance.
- d. The Minimum Limits of Coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability.
- e. Professional Liability (Errors and Omissions) Insurance: \$1,000,000.
- f. The City must be named as an additional insured unless Owners and Contractors' Protective Coverage is also provided, or required. Sixty (60) days written notice must be provided to the City via Certified Mail in the event of cancellation.
- g. The minimum limits of coverage shall be \$1,000,000 per Occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" type policy. The City must be listed as an Additional Insured under the Policy. Sixty (60) days written notice must be provided to the City via Certified Mail in the event of cancellation.
- h. In the event that sub-contractors used by the Contractor do not have insurance, or do not meet the insurance limits, Contractor shall indemnify and hold harmless the City for any claim in excess of the sub-consultants' insurance coverage, arising out of negligent acts, errors or omissions of the sub-contractors.
- i. Contractor shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the City.
- j. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add

the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

6. Indemnification:

- a. Contractor shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, its agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Contractors, any sub-contractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Consultant in the performance of the Work; or c). liens, claims or actions made by the Consultant or any sub-consultant under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the Consultant.
- b. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- c. The Consultant shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- d. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Consultant under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

7. Non-Discrimination & Equal Opportunity Employment:

During the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. The Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; 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 shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The

Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

8. Independent Contractor:

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

9. Assignment and Subcontracting:

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

10. Termination:

- a. Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.
- b. Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

11. Public Records

- a. The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
2. Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
3. Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
4. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

b. The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Section 10 "Termination" herein.

12. Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

13. Venue:

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

14. Signatory Authority:

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

15. Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

16. No Construction Against Drafting Party:

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to

the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

17. Notice:

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person; sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services or by messenger service, addressed to the party for whom it is intended at the following addresses.

CITY
City Manager
City of Tamarac
7525 NW 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR
SAK Construction, LLC
864 Hoff Road
O'Fallon, MO 63366
Attn: Boyd Hirtz, Vice- President
(636) 379-2350
(636)-379-2461 Fax

REMAINDER OF PAGE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its Vice-President duly authorized to execute same.

CITY OF TAMARAC

Harry Dressler, Mayor

Date



Michael C. Cernech, City Manager

ATTEST:

Pat Teufel, CMC
City Clerk

Date

Date

Approved as to form and legal sufficiency:

City Attorney

Date

ATTEST:

SAK Construction, LLC.
Company Name

Signature of Corporate Secretary

Signature of Vice-President

Steve Stulce

Type/Print Name of Corporate Secy.

Boyd Hirtz

Type/Print Name of Vice-President

(CORPORATE SEAL)

Date

CORPORATE ACKNOWLEDGEMENT

STATE OF _____ :

:SS

COUNTY OF _____ :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Boyd Hirtz, Vice President of SAK Construction LLC, a Missouri Limited Liability Company, duly registered as a Florida Foreign Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this ____ day of _____, 20____.

Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

- ☐ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

- ☐ DID take an oath, or
☐ DID NOT take an oath.



Title - Update on Parks & Recreation Foundation

Update on Parks & Recreation Foundation - ***Parks & Recreation Director Greg Warner, Assistant Parks & Recreation Director Linda Probert, Foundation Vice Chair Dominic Gray and Foundation Secretary Tara Piatek***