



CTI Contractor Services, LLC

> Building, Lead, Asbestos, Mold <

8756 Trenton Dr – White Lake, MI 48386

Office: 248-698-6900 ~ fax: 248-694-2001 ~ Wenz_Ed@yahoo.com



Lic# 2102213550

CTI Contractor Services, LLC

RFQ Proposal for City of Rochester Hills

**Job Contracting
Provider for
City of Rochester Hills and Other Agencies**

Date: Sept 2023



CTI Contractor Services, LLC

> **Building, Lead, Asbestos, Mold** <

8756 Trenton Dr – White Lake, MI 48386

Office: 248-698-6900 ~ fax: 248-694-2001 ~ Wenz_Ed@yahoo.com



Lic# 2102213550

CTI Contractor Services, LLC

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CTI Contractor Services, LLC

> Building, Lead, Asbestos, Mold <

8756 Trenton Dr – White Lake, MI 48386

Office: 248-698-6900 ~ fax: 248-694-2001 ~ Wenz_Ed@yahoo.com



Lic# 2102213550

Re: RFQ Info

Lead and Asbestos Services Provider

CTI Contractor Services, LLC - RFQ

A. Business Information:

1. Legal business name and address.

CTI Contractor Services, LLC
8756 Trenton Dr – White Lake, MI 48386
Office: 248-698-6900 ~ Fax: 248-694-2001
Email: wenz_ed@yahoo.com
www.cti-services.net

2. The type of entity (e.g., Michigan corporation, Michigan nonprofit corporation, Michigan limited liability company, foreign).

CTI Contractor Services, LLC is a limited liability partnership in the State of Michigan.

Note: Prior to contract execution, the selected contractor will be required to provide proof of authorization to conduct business in the State of Michigan.

3. Any applicable "Doing Business As" names.

CTI Contractor Services, LLC is a DBA of Lead Renovator Training, LLC the parent company.

4. Any branch office, or name and address of the registered agent, if applicable.

Branch Office / Register Agent:
Edward G. Wenz, Jr.
8756 Trenton Dr – White Lake, MI 48386

5. Legal business name of any applicable parent company, and its address.

Lead Renovator Training, LLC
8756 Trenton Dr – White Lake, MI 48386

6. State your business is incorporated in.

State of Michigan

7. Number of years in business and number of employees.

Lead Renovator Training, LLC and CTI Contractor Services have been in business since 2010
CTI Contractor Services, LLC has approx. 30 plus office and crew personnel full-time and more
part-time crew available. Edward Wenz, owner, has been in construction for 28 plus years.

8. Has there been a recent change in the organizational structure (e.g., management team) or a change of control (merger or acquisition)?

NO

9. Has your company ever been debarred, suspended, or otherwise disqualified from bidding, proposing, or contracting with any governmental entity, including the State?

NO

10. Has your company ever been sued by a municipality?

NO

11. Within the past five (5) years, has your company defaulted on a government contract, or been terminated for cause by any governmental entity, including the State?

NO

12. Within the past five (5) years, has your company defaulted on a contract or been terminated for cause by any private entity in which similar service or products were being provided by your company?

NO

13. Does your company have experience working with the City of Rochester Hills?

NO.

CTI Has Attachments as part of this RFQ for the above information (*Attachment – A*)

B. Management and Personnel. Answer/Address the following:

- 1. Authorized Signatory. The Bidder must clearly identify the name and title of an official authorized to commit the Bidder to the terms and conditions of the proposal.**
 - Authorized Signature for contracts and bidding
 - Edward G. Wenz, Jr. – member
 - Dana L. Wenz - member
 - a. Provide any resolution(s) authorizing the designated official as an approved signatory.**
 - Attached is a copy of the LLC annual statement.
 - See attached resolutions for authorized signatories (*Attachment - B*)
- 2. Officer and Management Summary. Identify manager(s) and/or officer(s) who will manage the contract if it is awarded:**
 - Edward G. Wenz, Jr. – Managing Member 47%
 - i. Builders License Qualifying Officer
 - Dana L. Wenz – Member 53%
- a. Provide current contact information including the manager/officer's name, title, mailing address, email address, and phone and fax numbers.**
 - Main Contact / Licensed Builder:
 - Edward G. Wenz, Jr. – Managing Member
 - Mailing Address: 8756 Trenton Dr – White Lake, MI 48386
 - Office: 248-698-6900 ~ Fax: 248-694-2001
 - Cell # 586-291-1616
 - Email: wenz_ed@yahoo.com
 - Office Manager:
 - Dana L. Wenz – Member
 - Mailing Address: 8756 Trenton Dr – White Lake, MI 48386
 - Office: 248-698-6900 ~ Fax: 248-694-2001
 - Email: danasimons@comcast.net
- b. Personnel Summary. Identify proposed key project personnel, including job titles, responsible for performing the activities / services described in the Scope of Work. Provide information regarding your firm's current staffing, current workload, and availability to provide the subject services.**
 - Edward G. Wenz, Jr – Managing Member
 - Responsibilities: Licensed Builder, Bidding, project management, training
 - Dana L. Wenz – Member
 - Responsibilities: Office Admin, Accounts Receivable / Payable
 - Rose Larsen – Office Administrator
 - Responsibilities: Training coordinator, certification compliance
 - Please see attached list of additional staff and CTI Crew (*Attachment - C*)
 - CTI Contractor Services, LLC has projects currently under process of 20

- CTI Contractor Services, LLC is actively bidding several communities.
- CTI Contractor Services, LLC has capacity to handle any jobs provide by City of Pontiac

C. Experience.

1. Prior Experience of Bidder. Indicate prior experience of your organization that you consider relevant to the successful accomplishment of the project described in this RFQ.

CTI Contractor Services, LLC has handled the following amounts of lead abatement jobs:

- 2017 = 14 Lead Abatement jobs
- 2018 = 49 Lead Abatement jobs
- 2019 = 80 Lead Abatement jobs
- 2020 = 56 Lead Abatement & Rehab jobs
- 2021 = 80 Lead Abatement & Rehab Projects
- 2022 = 100 Lead Abatement & Rehab Projects

Edward G. Wenz, Jr is a Lead Abatement Supervisor and has been handing lead abatement work since 1997 and until this current time. Mr. Wenz has handled contracting or management of over 500 hundred rehab / lead abatement projects in the last 20 years before 2017. Mr. Wenz worked for Macomb County as a rehab specialist for 5 years during 2003-2008. And, was the federal programs construction manager for City of Pontiac. Mr. Wenz is also a licensed Lead Inspector / Risk Assessor / EBL Investigator in the State of Michigan. Edward Wenz is also holding the following licenses:

- State of Michigan Residential Builder
- State of Michigan Building Inspector & Plan Reviewer (PA 54)
- State of Michigan Asbestos Inspector & Asbestos Contractor Supervisor
- EPA RRP Renovator

CTI Contractors Services, LLC has grown to be one of the largest lead abatement firms in Michigan. We are rehab contractors that do remodeling, renovation, and new construction.

CTI is an affiliate of Lead Renovator Training, LLC one of the State of Michigan lead training firms. Lead Renovator Training is a licensed proprietary school in Michigan teaching construction, lead training, asbestos training, and OSHA Outreach training. We look to help educate and bring people to work in the field of construction. We have trained and hired residents in Detroit, Flint and around the state.

CTI Contractor Services, LLC has an office and warehouse in Flint, MI as our base of construction. *(See Attachment – D)*

a. Include sufficient detail to demonstrate the relevance of such experience.

- Emphasis should be placed on the experience of the firm over the individual employees.

CTI Contractor Services, LLC has handled many lead abatement projects here in Michigan in the last 6 years for the State of Michigan Lead Program, City of Jackson, and other clients. Its owner Edward Wenz has been handling lead abatement projects for 20 years now. Mr. Wenz is one of one of the most experienced lead professionals in the state. CTI has crew leaders with 20 years' experience in lead abatement and up to 35 years in construction experience.

With CTI being owned by a State and EPA lead trainer we have some of the most educated and well-trained personnel in the business. We keep all of our crews trained yearly with updates. Our crews are also trained in asbestos abatement and OSHA safety.

- **At a minimum, provide a number of years of experience in conducting residential lead abatement and construction services.**

Edward G. Wenz, Jr. has been handling lead abatement work for more than 20 years and in construction for more than 25 years. The firm Mr. Wenz started early on in lead abatement was Winner Properties as outlines in our resume. The company CTI Contractor Services, LLC has been handling lead abatement work since 2017 under our current name. Mr. Wenz has been handling lead abatement work for more than 20 years and Mr. Wenz has been a Lead Inspector / Risk Assessor / EBL Investigator since 2003. We have 7 other personnel that are also LIRA licensed.

CTI Companies has 4 XRF units available for our jobs to help assess as necessary.

CTI has some of the most experienced lead abatement and construction personnel in the business and can help with spec writing if needed. We can and do work well with rehab specialists, consultants, and lead inspector /risk assessors on projects to give homeowners the best product.

b. Include descriptions of qualifying experience, including project descriptions, costs, and start/end dates of projects successfully completed.

Please see the attached letter with pictures and description of jobs the jobs CTI has completed.

- *See Attachment - D*

Here is a partial list of 2020 Lead Abatement Jobs successfully completed to show our ability:

| Job Site Address | City | Municipality | Bid date | Award Date | Bid Price Total | EBL Case | CTI Start date | Date Completed |
|------------------------|---------|--------------|-----------|------------|-----------------|----------|----------------|----------------|
| 2409 - 2411 Canton | Detroit | State Lead | 6/28/2019 | 7/10/2019 | \$ 40,210.00 | EBL | 12/5/2019 | 1/4/2020 |
| 742 E. McClellan St. | Flint | State Lead | 5/24/2019 | 5/28/2019 | \$ 63,715.00 | | 12/12/2019 | 1/25/2020 |
| 4886 Philip | Detroit | State Lead | 9/27/2019 | 10/1/2019 | \$ 35,191.00 | | 12/13/2019 | 1/27/2020 |
| 2014 Mallery St. | Flint | State Lead | 6/7/2019 | 6/11/2019 | \$ 64,687.00 | | 11/29/2019 | 1/30/2020 |
| 126 E. Linsey Blvd. | Flint | State Lead | 6/7/2019 | 6/11/2019 | \$ 20,555.00 | | 1/15/2020 | 2/4/2020 |
| 1416 N. Ballenger Hwy. | Flint | State Lead | 10/8/2018 | 10/9/2018 | \$ 1,695.00 | | 2/1/2020 | 2/2/2020 |

| | | | | | | | | |
|--------------------------------|----------|------------|------------|------------|-----------------|-----------|------------|-----------|
| 4319 Trumbull Drive | Flint | State Lead | 6/28/2019 | 7/9/2019 | \$ 3,927.00 | | 2/3/2020 | 2/4/2020 |
| 2021 Wood Lane | Flint | State Lead | 7/12/2019 | 7/18/2019 | \$ 3,117.00 | | 2/5/2020 | 2/6/2020 |
| 3021 Garland | Detroit | State Lead | 6/28/2019 | 7/10/2019 | \$ 21,324.00 | | 1/6/2020 | 2/12/2020 |
| 6527 Willette St. | Detroit | State Lead | 3/26/2019 | 8/16/2019 | \$ 15,664.00 | EBL | 2/10/2020 | 2/15/2020 |
| 5597-5599 Nottingham | Detroit | State Lead | 9/6/2019 | 9/6/2019 | \$ 60,612.00 | | 12/12/2019 | 2/25/2020 |
| 510 Thomson St., Apt. 1,2,3 | Flint | State Lead | 10/4/2019 | 10/11/2019 | \$ 76,851.00 | EBL | 2/3/2020 | 2/27/2020 |
| 2677 W. Philadelphia | Detroit | State Lead | 9/13/2019 | 9/19/2019 | \$ 21,458.00 | EBL | 2/13/2020 | 2/29/2020 |
| 2829 Yale St. | Flint | State Lead | 6/7/2019 | 6/11/2019 | \$ 5,645.00 | | 2/24/2020 | 2/27/2020 |
| 2113 Kent St. | Flint | State Lead | 10/4/2019 | 10/11/2019 | \$ 14,447.00 | EBL | 2/24/2020 | 3/6/2020 |
| 3950 Joseph Campau | Detroit | State Lead | 9/27/2019 | 10/1/2019 | \$ 73,210.00 | EBL | 12/13/2019 | 3/9/2020 |
| 111 E. Myrtle Ave. | Flint | State Lead | 7/12/2019 | 7/18/2019 | \$ 13,761.00 | | 3/3/2020 | 3/12/2020 |
| 22029 Audrey Ave. | Warren | State Lead | 8/16/2019 | 8/27/2019 | \$ 12,772.00 | HUD | 3/9/2020 | 3/12/2020 |
| 8299 Olympia | Detroit | State Lead | 9/27/2019 | 10/1/2019 | \$ 51,765.00 | EBL | 2/27/2020 | 3/18/2020 |
| 4386 Lonyo | Detroit | State Lead | 9/27/2019 | 10/1/2019 | \$ 2,595.00 | EBL | 3/1/2020 | 3/18/2020 |
| 5674 Elmer | Detroit | State Lead | 9/6/2019 | 9/6/2019 | \$ 21,295.00 | EBL | 3/12/2020 | 3/20/2020 |
| 2414 Winona St. | Flint | State Lead | 4/12/2019 | 4/17/2019 | \$ 19,950.00 | | 3/12/2020 | 3/20/2020 |
| 1209 Lavander | Flint | State Lead | 6/28/2019 | 7/10/2019 | \$ 15,505.00 | | 3/23/2020 | 3/27/2020 |
| 20092 Greenview | Detroit | State Lead | 12/13/2019 | 12/17/2019 | \$ 20,075.00 | HUD | 3/18/2020 | 3/27/2020 |
| 2582 Cadillac | Detroit | State Lead | 8/30/2019 | 8/30/2019 | \$ 84,337.00 | EBL | 2/17/2020 | 4/6/2020 |
| 3327 W. Philadelphia | Detroit | State Lead | 8/30/2019 | 1/10/2020 | \$ 39,595.00 | EBL -3 | 3/23/2020 | 4/7/2020 |
| 2002 Forest Hill Ave. | Flint | State Lead | 1/24/2020 | 1/28/2020 | \$ 19,380.00 | EBL | 3/19/2020 | 5/31/2020 |
| 14484 Coram | Detroit | State Lead | 10/18/2019 | 10/23/2019 | \$ 3,732.00 | | 5/27/2020 | 5/31/2020 |
| 19206 Justine | Detroit | State Lead | 10/18/2019 | 1/9/2020 | \$ 69,670.00 | | 3/25/2020 | 6/12/2020 |
| 717 Lakewood | Detroit | State Lead | 5/30/2019 | 5/31/2019 | \$ 31,792.00 | | 5/29/2020 | 6/12/2020 |
| 1641 Seminole St. | Flint | State Lead | 10/25/2019 | 10/31/2019 | \$ 79,735.00 | EBL | 5/26/2020 | 6/22/2020 |
| 5099 Garvin | Detroit | State Lead | 9/6/2019 | 9/6/2019 | \$ 19,266.00 | EBL | 6/9/2020 | 6/19/2020 |
| 67433 County Farm Rd. | Burr Oak | State Lead | 8/29/2019 | 9/4/2019 | \$ 28,255.00 | | 6/12/2020 | 7/3/2020 |
| 4014 Brownell Blvd. | Flint | State Lead | 11/8/2019 | 11/15/2019 | \$ 9,395.00 | | 6/25/2020 | 7/1/2020 |
| 2689 Ashton Drive | Saginaw | State Lead | 6/29/2020 | 6/29/2020 | \$ 15,062.00 | EBL | 7/1/2020 | 7/7/2020 |
| 1649 Belle | Flint | State Lead | 6/28/2019 | 7/9/2019 | \$ 52,775.00 | | 6/17/2020 | 7/9/2020 |
| 1450 Atkinson | Detroit | State Lead | 5/30/2019 | 5/31/2019 | \$ 21,765.00 | | | 7/27/2020 |
| 19181 Runyon St. | Detroit | State Lead | 9/27/2019 | 10/1/2019 | \$ 30,900.00 | EBL | 7/2/2020 | 7/22/2020 |
| 1213 Stevenson St. | Flint | State Lead | 7/12/2019 | 7/18/2019 | \$ 19,735.00 | | 7/9/2020 | 7/23/2020 |
| 773 N. Chevrolet | Flint | State Lead | 10/4/2019 | 10/11/2019 | \$ 54,183.00 | | 7/6/2020 | 7/29/2020 |

| | | | | | | | | |
|------------------------|-------------|------------|------------|------------|------------------|-----|-----------|------------|
| 712 & 714 W. Hollywood | Detroit | State Lead | 12/13/2019 | 12/17/2019 | \$ 60,149.00 | | 5/27/2020 | 6/16/2020 |
| 2517 Division St. | Port Huron | State Lead | 1/24/2020 | 1/29/2020 | \$ 110,017.00 | EBL | 7/20/2020 | 8/30/2020 |
| 212 W. Jamieson St. | Flint | State Lead | 10/4/2019 | 10/11/2019 | \$ 33,475.00 | | 7/29/2020 | 8/31/2020 |
| 441 W. Woodward Ave. | Rogers City | State Lead | 1/31/2020 | 1/31/2020 | \$ 18,225.00 | EBL | 8/17/2020 | 8/25/2020 |
| 8467 Piedmont | Detroit | State Lead | 1/24/2020 | 1/29/2020 | \$ 17,415.00 | | 8/17/2020 | 8/29/2020 |
| 7378 West 6 Road | Mesick | State Lead | 1/30/2020 | 1/30/2020 | \$ 17,210.00 | EBL | 8/19/2020 | 8/25/2020 |
| 2981 Sheridan | Detroit | State Lead | 6/19/2020 | 6/24/2020 | \$ 46,797.00 | EBL | 8/19/2020 | 9/15/2020 |
| 18256 Santa Barbara | Detroit | State Lead | 1/31/2020 | 2/4/2020 | \$ 34,330.00 | | 8/24/2020 | 9/16/2020 |
| 2158 Scotten | Detroit | State Lead | 9/27/2019 | 10/1/2019 | \$ 22,360.00 | | 9/8/2020 | 9/21/2020 |
| 18526 Tireman | Detroit | State Lead | 6/19/2020 | 6/24/2020 | \$ 13,100.00 | HUD | 9/17/2020 | 9/21/2020 |
| 5761 Maple St. | Alba | State Lead | 1/31/2020 | 2/4/2020 | \$ 66,303.00 | EBL | 9/21/2020 | 10/9/2020 |
| 3738 Northwestern | Detroit | State Lead | 5/22/2020 | 6/10/2020 | \$ 91,410.00 | EBL | 9/21/2020 | 10/12/2020 |

2. Professional References. Included are professional references who can provide information regarding the Bidder's prior past performance.

- City of Warren
 - City of Warren Rehab Program
 - Bob Weidner – Program Inspector
 - One City Square – Ste 210 – Warren, MI 48093
 - Tx: 586-574-4686
 - Fx: 586-574-4685
 - bweidner@cityofwarren.org
- State of Michigan Lead Program
 - Sonya Frick, LSHP Unit Manager
Michigan Department of Health and Human Services
Healthy Homes Section
235 S. Grand Ave.
4th Floor, STE 410
P.O. Box 30037
Lansing, MI 48909
Tx: (517) 284-4790
Fx: (517) 284-9956
fricks1@michigan.gov
- City of Jackson
 - City of Jackson Rehab Program
161 W. Michigan Avenue - Jackson, Michigan 49201
Sven Harrison = Title: Housing Rehab Specialist/Building Official
Phone: 517-768-6421

- Macomb County Rehab Program
 - Steve Schuster - Program Manager, Community Development
Macomb Community Action
21885 Dunham Road, Suite #10
Clinton Township, MI 48036
mca.macombgov.org
Phone: (586) 469-6330
Fax: (586) 469-7436
steve.schuster@macombgov.org

- Other Communities we are contractors for:
 - City of Detroit Single Family Housing Rehab
 - City of Detroit Land Bank
 - City of Detroit – Bridging Neighborhood Program
 - City of Muskegon
 - Otsego County
 - See Attached list of additional work list of projects.

3. Additional Information and Comments. Include any other information that is believed to be pertinent but not specifically asked for elsewhere.

Edward G. Wenz, Jr. of CTI Contractor Services, LLC and our licensed proprietary school Lead Renovator Training, LLC are a State of Michigan Trainer for Lead Professionals (worker, supervisor, lead inspector, risk assessor, EBL investigator). Mr. Wenz is also a State of Michigan trainer for Asbestos Professionals (contractor supervisor, inspector), Builders license training, OSHA Outreach Trainer, & State Building Official/Inspector Trainer. Mr. Wenz has also been a Rehab Specialist writing specs on rehab & lead abatement work for Macomb County, City of Pontiac and Habitat for Humanity Macomb. Mr. Wenz is also an expert witness in legal cases involving lead, asbestos, and building code issues.

- Please see the attached resume for Edward G. Wenz, Jr – *Attachment - E*

1. Use of Subcontractors.

YES. We would look at expending further and using more local contractors as sub-contractors and help training them to build more capacity for CTI for the City of Pontiac work.

If yes, for any work will be subcontracted, describe the following:

- Work that will be subcontracted.
 - HVAC
 - Plumbing
 - Electrical

2. Standards. Describe or address the following:

- a. The standards that the services will satisfy. (If standards of a professional association will be followed, identify the standards and the association.)**

CTI Contractor Services, LLC shall follow all EPA, State Lead Program, HUD guidelines, and OSHA Lead Standards and all regulations. CTI shall also follow all State 2015 MRC building code.

- b. How quality of service will be monitored and ensured.**

CTI Contractor Services, LLC has a crew leader on each project to manage the day-to-day tasks of each site. The owner Edward Wenz also shows up multiple times and on the initial start date to ensure the scope of work is gone through with the crew.

The CTI crew take photos each day with our BildIt app. The BildIt app also helps track progress and complete parts of the jobs with tasks checks off boxes for completed items and pic of each item to show before, during, & after of the work.

The crew leader does a daily walk with the crew on what has been done, what needs to be completed and what worker will handle what items each day.

- c. Whether "best practices" will be followed. (If applicable, identify the organization and/or document establishing such standards.)**

CTI Contractor Services, LLC shall follow all EPA 40 CFR 745 Lead Regulations for lead safe work, HUD Guidelines for Lead Safe Work, OSHA Lead in Construction Standard, Ste Lead Hazard Control Regulations, and documented methodologies established with 20 years of experience by Edward Wenz & CTI in Lead Safe Work to accomplish our NEA – Negative Exposure Assessment for lead air monitoring to meet OSHA with www.OSHAairmonitoring.com.

3. Security of Data. If the services to be rendered require the collection and/or use of confidential and/or personal data, confirm the following:

- a. Has your organization established and used a policy to address the security of paper and electronic data?**

YES

- b. Does your policy address the removal of confidential and/or personal data from storage media? (For example, does your firm's policy include the removal or "wiping" of data from hard drives when a computer is no longer used?)**

YES

D. Disclosures.

1. Interests in City Programs. City programs include, but are not limited to, CDBG and HOME funded programs, and any grants made by or administered by the City.

a. Does the Bidder, its officers, board members, and employees respectively, have any interest in City programs?

NO

b. If the Bidder intends to use independent contractors or subcontractors to render services, do the independent contractors or subcontractors and their officers, board members, and employees respectively, have any interests in City programs?

NO

2. Potential Conflicts of Interests. Potential conflicts of interest may arise from the Bidder's officers, employees, members, board members, independent contractors or subcontractors the Bidder will use to render services if the organization enters into a contract with the City.

a. Is the Bidder currently under contract and/or been awarded a grant from the City?

NO

b. Does the Bidder, its officers, board members, and employees, hold a position with another entity that may be under contract or receiving a grant from the City?

NO

THE CITY RESERVES THE RIGHT TO DEEM A BID NON- RESPONSIVE FOR FAILURE TO DISCLOSE A POTENTIAL CONFLICT OF INTEREST.

3. Family Members Who Work for City of Rochester Hills.

a. Does the Bidder, its officers, board members, and employees respectively, have family members who work for the City?

NO

Contract Requirements

The tasks Outlined in this RFQ will be funded through a United States Department of Housing and Urban Development, Lead Hazard Reduction Demonstration Grant. Therefore, the Contractor must comply with all applicable Federal and State regulations. Contractors are advised to review the rules prior to submittal of a proposal.

The undersigned hereby certifies, on behalf of the Respondent named in this Certification (the "Respondent"), that the information provided in this Request for Qualifications (RFQ) submittal City of Rochester Hills is accurate and complete and I am duly authorized to submit same. I hereby certify that the Respondent has reviewed this RFP in its entirety and accepts its terms and conditions.

Edward G. Wenz, Jr. of CTI Contractor Services, LLC

(Name of Respondent)

Yes, CTI Contractor Services, LLC is responding to this RFP.

Contact Information:

Bidder's (Company) Name: **CTI Contractor Services, LLC**

Address: *8756 Trenton Dr – White Lake, MI 48386*

City: Flint State: MI Zip: 48506

Phone: 248-698-6900 Fax: 248-694-2001

Email Address: wenz_ed@yahoo.com

Federal Identification Number: 27-1871951

License Number: 2102213550

Signature Information:

Representative Name (printed): Edward G. Wenz, Jr.

Title: Managing Member

Signature:

Date: _____

Attachments – A



CTI Contractor Services, LLC

> Building, Lead, Asbestos, Mold <

Office: 5122 Richfield – Flint, MI 48506

Mailing Address: 8756 Trenton Dr – White Lake, MI 48386

Office: 248-698-6900 ~ fax: 248-694-2001 ~ Wenz_Ed@yahoo.com



Lic# 2102213550

Letter of Interest

City of Rochester Hills
1000 Rochester Hills Dr
Rochester Hills, MI 48309

Sept 9, 2023

Re: Job Contracting

To Whom it may concern:

I read about the RFP for Job Contracting, and I would like to inquire about the possibility of openings for contractors. I am interested in contracting work for the City of Rochester Hills. I would be interested in learning more about the foundation repair services and about available opportunities. We currently have the contracts for rehab work with several govt agencies.

I am the owner of CTI Contractor Services, LLC and have a background of 25 years in construction and 20 years in lead abatement work here in Michigan. Dana Wenz is also an owner and 53% shareholder as a woman owned business. Our company is in 3 locations in Michigan, we have offices in White Lake, Flint, and Redford. CTI Contractor Services, LLC has a main office in White Lake at 8756 Trenton Dr – White Lake, MI 48386. Our company is a Limited Liability Company here in the State of Michigan. We have also been certified by HUD as a Section 3 Certified Firm. CTI Contractor Services, LLC is a subsidiary of Lead Renovator Training, LLC as its parent company. I have attached a letter showing some of our jobs and background on our firm. We are currently handling rehab & lead abatement work for the State of Michigan and many other municipalities.

My resume, which is enclosed, contains additional information on my experience and skills. I would appreciate the opportunity to discuss contracting work for Rochester Hills and provide any further information on our firm as needed. I have attached as part of this a letter of our background a list of our workers and their state lead licenses. Please feel free to reach out anytime.

Edward G. Wenz, Jr. – Member
CTI Contractor Services, LLC



CTI Contractor Services, LLC

> Building, Lead, Asbestos, Mold <
8756 Trenton Dr – White Lake, MI 48386

Office: 248-698-6900 ~ fax: 248-694-2001 ~ Wenz_Ed@yahoo.com



Lic# 2102213550

Main Bid Information

City of Rochester Hills
1000 Rochester Hills Dr
Rochester Hills, MI 48309

Re: Job Contracting:

- Relevant Experience
 - Edward G. Wenz, Jr. has been a licensed builder for 25 years and lead abatement professional for 20 years handling rehabilitation work for this past 25 years. We have worked for govt municipalities for more than 20 years for rehab and lead work. We have also attached a multiple page document with photos to help show this experience.
 - We are the current contractor for Detroit BNP foundation repairs.
 - Please see attached document.
- Statement of Qualifications
 - Edward G. Wenz, Jr has attached a complete resume and copies of all licenses personally and for CTI Contractor Services, LLC
 - Please see attached documents.
- A Competitive Pricing Bid
 - CTI Contractor Services has successfully bid competitively for the State of Michigan Lead Program and many other govt agencies / municipalities.
- Description of Company
 - Please see attached letter documenting description of company.
- Capacity of Company
 - Our firm has large group of full-time staff and many available subcontractors for the work.
 - Please see the attached info on crew availability
- CTI is a HUD Certified Section 3 Firm
- CTI is a woman owned business.

Edward G. Wenz, Jr
CTI Contractor Services, LLC

Licensing & Compliance Division
P.O. Box 30254
Lansing, MI 48909

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Company Builder License
Q.O. - Edward Gilbert Wenz, Jr

LEAD RENOVATOR TRAINING LLC
DBA - CTI CONTRACTOR SERVICES LLC
8756 TRENTON DR
WHITE LAKE, MI 48386

License No: 2102213550 Expiration Date: 05/31/2025

LEAD RENOVATOR TRAINING LLC
DBA - CTI CONTRACTOR SERVICES LLC
8756 TRENTON DR
WHITE LAKE, MI 48386

P959909

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Company Builder License

LEAD RENOVATOR TRAINING LLC
DBA - CTI CONTRACTOR SERVICES LLC
8756 TRENTON DR
WHITE LAKE, MI 48386

Qualifying Officer:
Edward Gilbert Wenz, Jr
Qualifying Officer #
2101186904

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

License No.
2102213550

Expiration Date:
05/31/2025 •

This document is duly
issued under the laws of the
State of Michigan

Residential Builders Section
P.O. Box 30254
Lansing, MI 48909

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Individual Builder License

EDWARD GILBERT WENZ JR
8756 TRENTON DR
WHITE LAKE, MI 48386

License No:
2101186904

Expiration Date:
05/31/2026

EDWARD GILBERT WENZ JR
8756 TRENTON DR
WHITE LAKE, MI 48386

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Individual Builder License

Q529852

EDWARD GILBERT WENZ JR
8756 TRENTON DR
WHITE LAKE, MI 48386

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

License No.
2101186904

Expiration Date:
05/31/2026

This document is duly
issued under the laws of the
State of Michigan

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Licensing & Compliance Division
P.O. Box 30254
Lansing, MI 48909

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Company Builder License
Q.O. - Edward Gilbert Wenz, Jr

LEAD RENOVATOR TRAINING LLC
DBA - CTI CONTRACTOR SERVICES LLC
8756 TRENTON DR
WHITE LAKE, MI 48386

License No:
2102213550

Expiration Date:
05/31/2025

LEAD RENOVATOR TRAINING LLC
DBA - CTI CONTRACTOR SERVICES LLC
8756 TRENTON DR
WHITE LAKE, MI 48386

GRETCHEN WHITMER
Governor

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Company Builder License

LEAD RENOVATOR TRAINING LLC
DBA - CTI CONTRACTOR SERVICES LLC
8756 TRENTON DR
WHITE LAKE, MI 48386

Qualifying Officer:
Edward Gilbert Wenz, Jr
Qualifying Officer #
2101186904

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License No.
2102213550

Expiration Date:
05/31/2025

This document is duly
issued under the laws of the
State of Michigan

MDHHS



EDWARD WENZ JR
LEAD ABATEMENT SUPERVISOR
LEAD INSPECTOR/RISK ASSESSOR
EBL INVESTIGATOR

P-001130

ANNUAL FEE
DUE:

03/31/24



TRAINING &
EXAM DUE:

03/31/25

LEAD CERTIFICATION AND
COMPLIANCE ASSURANCE SECTION

State of Michigan
Department of Public Health and Economic Opportunity
Michigan Occupational Safety & Health Administration - Asbestos Program

Asbestos Contractor/Supervisor

Edward G. Wenz, Jr.
8756 Trenton Drive
White Lake, MI 48386



Accreditation Number
A42527

Expiration Date
04/05/2023

This individual has satisfactorily met or exceeded the requirements of Section 206 of the Toxic Substances Control Act to be accredited in the above discipline.

DOB: 01/08/1968

156600

State of Michigan
Department of Public Health and Economic Opportunity
Michigan Occupational Safety & Health Administration - Asbestos Program

Asbestos Inspector

Edward G. Wenz, Jr.
8756 Trenton Drive
White Lake, MI 48386



Accreditation Number
A42527

Expiration Date
04/05/2023

This individual has satisfactorily met or exceeded the requirements of Michigan Public Act 440 of 1986, as amended, to be accredited as an Asbestos Inspector.

DOB: 01/08/1968

156617

This certifies that

**CTI Contractor
Services LLC**

in accordance to the Michigan Lead Abatement Act of 1998
is recognized as a certified

LEAD ABATEMENT FIRM

C-000982

This certification permits the Lead Abatement Firm named
above to perform lead-based paint abatement in the
State of Michigan until

December 31, 2023



Lead Certification and
Compliance Assurance
Section Manager

11/16/2022

Contractor Number
C44307

Expiration Date
4/21/2024

State of Michigan
Department of Labor and Economic Opportunity

CTI Companies, LLC

has satisfactorily met the requirements of Michigan Public Act 135 of 1986,
as amended, and is hereby recognized as a

LICENSED ASBESTOS ABATEMENT CONTRACTOR

Type II (5 + employees)

The issuance of this license does not ensure that asbestos indemnification insurance coverage has been acquired by the licensee. This license is nontransferable.

MIO 3003 (03-2019)
Authority: Michigan Public Act 135 of 1986, as amended

164253

CTI Companies, LLC
8756 Trenton Drive
White Lake, MI 48386

The Michigan Department of Labor and Economic Opportunity (LEO) has reviewed and approved your application for a Michigan Asbestos Abatement Contractors License. The License Certificate is valid for a period of one year.

The Department is requiring each licensed asbestos abatement contractor to notify the Department of any asbestos abatement project exceeding 10 linear feet or 15 square feet of friable asbestos containing material. This notification must reach the office of the Asbestos Program at least 10 days before the beginning of each project. If for any reason there are revisions or modifications to a notification, your company must notify LEO by FAX (517.284.7700), telephone, or email (asbestos@michigan.gov). If the revision is via telephone, your company must follow-up with a formal written revision.

Please be advised, your company must continue to maintain records of post-abatement air monitoring results. LEO can and may request these post asbestos abatement monitoring results periodically. Please be reminded that any additional or new employees must be accredited before they engage in any asbestos abatement activities.

To apply for renewal of this license, please submit an application no sooner than 90 days and no later than 30 days before the license expires. The Department must also be notified of any address or ownership changes. Project notifications and questions regarding your license should be directed to the Michigan Department of Labor and Economic Opportunity, MIOASHA Asbestos Program, P.O. Box 30671, Lansing, Michigan 48909. 517.284.7698.

Dan W. Maki

Dan W. Maki
Safety and Health Manager

United States Environmental Protection Agency

This is to certify that



Lead Renovator Training, LLC

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint renovation, repair, and painting activities pursuant to 40 CFR Part 745.89

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires August 30, 2030

NAT-74767-4

Certification #

January 18, 2023

Issued On



A handwritten signature in black ink, appearing to read "Michelle Price".

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

United States Environmental Protection Agency

This is to certify that

Lead Renovator Training, LLC

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires July 28, 2026

LBP-74767-2

Certification #

January 18, 2023

Issued On



Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch






Buildings, Safety Engineering & Environmental Department
 Coleman A. Young Municipal Center
 2 Woodward Avenue, Suite 402, Detroit, MI 48226
 (313) 224-3168

Issued to: : LEAD RENOVATOR TRAINING LLC DBA CTI CONTRACTOR SERVICES LLC
 8756 TRENTON DR
 WHITE LAKE MI, 48386

Residential Builders Contractors Registration

Date Issued: 1/12/2023
 Fee Amount: \$72.00

Registration Number: LIC2020-00899
 Expiration Date: 12/31/2023

 Buildings, Safety Engineering & Environmental Department
 Coleman A. Young Municipal Center
 2 Woodward Avenue, Suite 402, Detroit, MI 48226
 (313) 224-3168


\$72.00

Residential Builders
 Contractors Registration LIC2020-00899

This is to certify that LEAD RENOVATOR TRAINING LLC DBA CTI CONTRACTOR SERVICES LLC is qualified to perform the functions of the registration listed above, and is duly registered as indicated hereon in accordance with the applicable city ordinances.

Expires: 12/31/2023

David Bell, Director

 Buildings, Safety Engineering & Environmental Department
 Coleman A. Young Municipal Center
 2 Woodward Avenue, Suite 402, Detroit, MI 48226
 (313) 224-3168

Fee Amount: \$72.00

This is to certify that LEAD RENOVATOR TRAINING LLC DBA CTI CONTRACTOR SERVICES LLC is qualified to perform the functions of the registration listed above, and is duly registered as indicated hereon in accordance with the applicable city ordinances.

Residential Builders Contractors Registration

Issued: 1/12/2023
 8756 TRENTON DR
 WHITE LAKE MI, 48386

Registration Number: LIC2020-00899
 Expires: 12/31/2023
 David Bell, Director

Registration may be revoked upon violation of any provisions of the ordinance or other rules and regulations covering this particular activity.



CTI Contractor Services, LLC

Contact Information

Address

CTI Contractor Services, LLC
8756 Trenton Drive
WHITE LAKE, MI 48386

Telephone

(248) 698-6900

Website Address

<http://www.cti-services.net>

Email

wenz_ed@yahoo.com

Point of Contact

Edward Wenz
(586) 291-1616

Business Details

Employer Identification Number

27-1871951

Business License

CTI Contractor Services, LLC

DUNS Number

01752058

County

Oakland

Year Business Established

2016

Number of Employees

13

Registration Date
07/22/2018

Business Capabilities

- Carpentry
- Consulting
- Demolition
- General Contractor
- Lead Hazard Control
- Painting Dry Wall
- Roofing

Building, construction, renovation, lead abatement, asbestos abatement, demolition, We also handle lead inspection, asbestos inspections, mold testing, and building inspection.

Business Designations

- Woman-Owned Business
- Hiring

Section 3 Business Criteria

- a) Fifty-one percent or more of the business is owned by Section 3 Residents;
- b) Thirty percent or more of the business' full time employees are Section 3 Residents; or
- c) The business can provide evidence of a firm commitment to subcontract a minimum of 25 percent of the total dollar amount of contracts to a business that meets the criteria listed in (a) and/or (b).

Disclaimer

HUD has not verified the information submitted by businesses listed in this registry and does not endorse the services that they provide. Users of this database are strongly encouraged to perform due diligence by verifying Section 3 eligibility before providing preference or awarding contracts to firms that have self-certified their Section 3 status with the Department.

To correct your business's information, contact Sec3Biz@hud.gov.

How Do I Notify HUD if I Suspect that a Business in this Registry Does Not Meet Section 3 Eligibility Criteria?

If you believe that a firm has misrepresented itself as a Section 3 Business, please email the U.S. Department of Housing and Urban Government at Sec3Biz@hud.gov.

Your email should contain the following information:

- Your name, telephone number, and email address (this information will not be shared outside of HUD)
- Name, city, and state of firm that has allegedly misrepresented their status as a Section 3 business.
- Any narrative explanations describing why you believe that this firm does not meet the Section 3 Business eligibility criteria.



LEAD RENOVATOR TRAINING LLC

| | | |
|---|--|---------------------------------------|
| Unique Entity ID H1RXUJ8KDYF5 | CAGE / NCAGE 740E5 | Purpose of Registration All Awards |
| Registration Status Active Registration | Expiration Date Oct 14, 2023 | |
| Physical Address 8756 Trenton DR White Lake, Michigan 48386-4379 United States | Mailing Address 8756 Trenton DR White Lake, Michigan 48386-4379 United States | |

Business Information

| | | |
|---------------------------------------|--|--------------------------------------|
| Doing Business as (blank) | Division Name Cti Contractor Services | Division Number CTI Contra |
| Congressional District Michigan 11 | State / Country of Incorporation Michigan / United States | URL www.leadrenovatortraining.net |

| | | |
|---------------------------------|---------------------------------|---|
| Registration Dates | Submission Date Oct 14, 2022 | Initial Registration Date Apr 28, 2014 |
| Activation Date Oct 18, 2022 | | |

| | | |
|----------------------------------|--------------------------------------|--|
| Entity Dates | Fiscal Year End Close Date Dec 31 | |
| Entity Start Date Feb 1, 2010 | | |

| | | |
|-----------------|--------------------------------|--|
| Immediate Owner | Legal Business Name (blank) | |
| CAGE (blank) | | |

| | | |
|---------------------|--------------------------------|--|
| Highest Level Owner | Legal Business Name (blank) | |
| CAGE (blank) | | |

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?
No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?
Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?
No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?
Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?
Not Selected

Exclusion Summary

<https://sam.gov/entity/H1RXUJ8KDYF5/coreData?status=Active>

Active Exclusions Records?

No

SAM Search Authorization

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

Yes

Entity Types

Business Types

Entity Structure

Corporate Entity (Not Tax Exempt)

Profit Structure

For Profit Organization

Entity Type

Business or Organization

Organization Factors

Limited Liability Company

Socio-Economic Types

Self Certified Small Disadvantaged Business

Woman Owned Small Business

Woman Owned Business

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

Financial Information

Accepts Credit Card Payments

Yes

Debt Subject To Offset

No

EFT Indicator

0000

CAGE Code

740E5

Electronic Funds Transfer

Account Type

Checking

Routing Number

****3905

Lock Box Number

(blank)

Financial Institution

GENISYS CREDIT UNION

Account Number

****70140

Automated Clearing House

Phone (U.S.)

2486669742

Email

(blank)

Phone (non-U.S.)

(blank)

Fax

2486669742

Remittance Address

LEAD RENOVATOR TRAINING

8756 Trenton DR

White Lake, Michigan 48386

United States

Taxpayer Information

EIN

****1951

Type of Tax

Applicable Federal Tax

Taxpayer Name

Lead Renovator Training

Tax Year (Most Recent Tax Year)

2013

Name/Title of Individual Executing Consent

Owner

TIN Consent Date

Oct 14, 2022

Address

8756 Trenton DR

White Lake, Michigan 48386

Signature

Edward Wenz

Points of Contact

Accounts Receivable POC

Edward G Wenz, Owner

Electronic Business

Edward G Wenz, Owner
Edward@leadrenovatortraining.net
2486986900

8756 Trenton DR
White Lake, Michigan 48386
United States

Government Business

Edward G Wenz, Owner
Edward@leadrenovatortraining.net
2486986900

8756 Trenton DR
White Lake, Michigan 48386
United States

Security Information

Company Security Level
(blank)

Highest Level Employee Security Level
(blank)

Service Classifications

NAICS Codes

Primary
Yes

- 238990
- 236115
- 236116
- 236118
- 236210
- 236220
- 238160
- 238170
- 238190
- 236210
- 238220
- 238310
- 238320
- 238330
- 238340
- 238350
- 238390
- 238910
- 611430
- 611513
- 611710
- 923110

- NAICS Title
- All Other Specialty Trade Contractors
- New Single-Family Housing Construction (Except For-Sale Builders)
- New Multifamily Housing Construction (Except For-Sale Builders)
- Residential Remodelers
- Industrial Building Construction
- Commercial And Institutional Building Construction
- Roofing Contractors
- Siding Contractors
- Other Foundation, Structure, And Building Exterior Contractors
- Electrical Contractors And Other Wiring Installation Contractors
- Plumbing, Heating, And Air-Conditioning Contractors
- Drywall And Insulation Contractors
- Painting And Wall Covering Contractors
- Flooring Contractors
- Tile And Terrazzo Contractors
- Finish Carpentry Contractors
- Other Building Finishing Contractors
- Site Preparation Contractors
- Professional And Management Development Training
- Apprenticeship Training
- Educational Support Services
- Administration Of Education Programs

Product and Service Codes

PSC
U001
U002

PSC Name
Education/Training- Lectures
Education/Training- Personnel Testing

U006

Education/Training- Vocational/Technical

U009

Education/Training- General

U099

Education/Training- Other

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

| | |
|---|---|
| Annual Receipts (in accordance with 13 CFR 121) | Number of Employees (in accordance with 13 CFR 121) |
| \$1,750,000.00 | 30 |

Location

| | |
|---|---|
| Annual Receipts (in accordance with 13 CFR 121) | Number of Employees (in accordance with 13 CFR 121) |
| \$1,750,000.00 | 3 |

Industry-Specific

| | | |
|-----------------------------|---------------------------|-------------------------|
| Barrels Capacity (blank) | Megawatt Hours (blank) | Total Assets (blank) |
|-----------------------------|---------------------------|-------------------------|

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

This entity does not appear in the disaster response registry.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/10/2023

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

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


| | | | |
|--|--|---|--|
| PRODUCER STERLING INSURANCE GROUP 13900 Lakeside Circle Sterling Heights MI 48313-1318 | | CONTACT NAME: Kristin Westphal PHONE (A/C, No, Ext): (586) 323-5700 E-MAIL ADDRESS: kwestphal@sterlingagency.com FAX (A/C, No): (586) 323-5703 | |
| INSURED Lead Renovator Training LLC, DBA: Consulting, Testing & Inspections 8756 Trenton Dr. White Lake MI 48386 | | INSURER(S) AFFORDING COVERAGE INSURER A: Underwriters @ Lloyd's London INSURER B: AmGUARD Insurance Company INSURER C: Liberty Mutual Insurance INSURER D: INSURER E: INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 23-24 Master new **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDITIONAL SUBROGATION WAIVED | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-------------------------------|---------------|-------------------------|-------------------------|--|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | Y | ECOC597886R2 | 01/24/2023 | 01/24/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 | |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | CTAU306227 | 04/19/2023 | 04/19/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ | |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | | | | | EACH OCCURRENCE \$ AGGREGATE \$ | |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N Y | N/A | WC534S547289030 | 04/23/2023 | 04/23/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| A | Contractors Pollution & Professional Liability | | ECOC597886R2 | 01/24/2023 | 01/24/2024 | Per Claim \$1,000,000 Aggregate \$3,000,000 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The State of Michigan, its departments, divisions, agencies, offices, commissions, officers, employees and agents are included as additional insured with regard to the general liability for work performed by the Named Insured with written contract.

| | |
|--|--|
| CERTIFICATE HOLDER Michigan Department of Health and Human Services State of Michigan PO Box 30195 Lansing MI 48909 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|--|

Attachments – B



CTI Contractor Services, LLC

> Building, Lead, Asbestos, Mold <

8756 Trenton Dr – White Lake, MI 48386

Office: 248-698-6900 ~ fax: 248-694-2001 ~ Wenz_Ed@yahoo.com



Lic# 2102213550

Corporate Resolution of Signing Authority

WHEREAS, the Corporation is determined to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors / Members is hereby authorized and approved to authorize and empower the following individual to make, execute, endorse and deliver in the name of and on behalf of the corporation, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by this Corporation / LLC.

Name: Edward G. Wenz, Jr.

Position/Title: Managing Member / License Qualifying Officer

Telephone Number: 248-698-6900

Email Address: wenz_ed@yahoo.com

Signature:

The undersigned certifies that he/she is the properly elected and qualified Managing Member of the books, records and seal of CTI Contractor Services, LLC, a corporation duly conformed pursuant to the laws of the state of Michigan, and that said meeting was held in accordance with state law and with the Bylaws of the above-named corporation.

This resolution has been approved by the Board of Directors of CTI Contractor Services, LLC (Company) on April 30, 2023.

I, as authorized by the Company, hereby certify and attest that all the information above is true and correct.

Managing Member



CTI Contractor Services, LLC

> Building, Lead, Asbestos, Mold <

8756 Trenton Dr – White Lake, MI 48386

Office: 248-698-6900 ~ fax: 248-694-2001 ~ Wenz_Ed@yahoo.com



Lic# 2102213550

Corporate Resolution of Signing Authority

WHEREAS, the Corporation is determined to grant signing and authority to certain person(s) described hereunder.

RESOLVED, that the Board of Directors / Members is hereby authorized and approved to authorize and empower the following individual to make, execute, endorse and deliver in the name of and on behalf of the corporation, but shall not be limited to, any and all written instruments, agreements, documents, execution of deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates and other instruments of whatever nature entered into by this Corporation / LLC.

Name: Dana L. Wenz

Position/Title: Member

Telephone Number: 248-698-6900

Email Address: danasimons@comcast.net

Signature:

The undersigned certifies that he/she is the properly elected and qualified Member of the books, records and seal of CTI Contractor Services, LLC, a corporation duly conformed pursuant to the laws of the state of Michigan, and that said meeting was held in accordance with state law and with the Bylaws of the above-named corporation.

This resolution has been approved by the Board of Directors of CTI Contractor Services, LLC (Company) on April 30, 2023.

I, as authorized by the Company, hereby certify and attest that all the information above is true and correct.

Dana L. Simons-Wenz

Member

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the CERTIFICATE OF RENEWAL OF ASSUMED NAME

for

LEAD RENOVATOR TRAINING LLC

ID Number: 801538656

to transact business under the assumed name of
CTI CONTRACTOR SERVICES LLC

received by electronic transmission on November 08, 2021 , *is hereby endorsed.*

Filed on November 08, 2021, *by the Administrator.*

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Expiration Date: December 31, 2026



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 8th day of November, 2021.

Linda Clegg

Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau



ANNUAL STATEMENT
For use by DOMESTIC LIMITED LIABILITY COMPANY
(Required by Section 207, Act 23, Public Act of 1993)

Form Revision Date 07/2016

Identification Number:

801538656

Annual Statement Filing Year: 2023

1. Limited Liability Company Name:

NEWLYNVA TRADING, LLC

2. The street address of the limited liability company's registered office and name of the resident agent at that office:

1. Resident Agent Name: EDWARD G WENZ JR

2. Street Address: 8756 TRENTON DR

Apt/Suite/Other:
City: WHITE LAKE

State: MI

Zip Code: 48386

3. Mailing address of the registered office:

P.O. Box or Street Address: 8756 TRENTON DR

Apt/Suite/Other: TRENTON DR
City: WHITE LAKE

State: MI

Zip Code: 48386

This annual statement must be signed by a member, manager, or an authorized agent.

Signed this 30th Day of November, 2022 by:

| Signature | Title | Title if "Other" was selected |
|-------------------------|--------|-------------------------------|
| Edward Gilbert Wenz, Jr | Member | |

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept

ID Number: 801538656

[Request certificate](#)

[Return to Results](#)

[New search](#)

Summary for: LEAD RENOVATOR TRAINING LLC

The name of the DOMESTIC LIMITED LIABILITY COMPANY: LEAD RENOVATOR TRAINING LLC

Entity type: DOMESTIC LIMITED LIABILITY COMPANY

Identification Number: 801538656 Old ID Number: D3877W

Date of Organization in Michigan: 02/09/2010

Purpose: All Purpose Clause

Term: Perpetual

The name and address of the Resident Agent:

Resident Agent Name: EDWARD G WENZ JR

Street Address: 8756 TRENTON DR

Apt/Suite/Other:

City: WHITE LAKE

State: MI

Zip Code: 48386

Registered Office Mailing address:

P.O. Box or Street Address: 8756 TRENTON DR

Apt/Suite/Other: TRENTON DR

City: WHITE LAKE

State: MI

Zip Code: 48386

Act Formed Under: 023-1993 Michigan Limited Liability Company Act

Managed By:

Members

[View Assumed Names for this Business Entity](#)

View filings for this business entity:

- ALL FILINGS
- ANNUAL REPORT/ANNUAL STATEMENTS
- CERTIFICATE OF CORRECTION
- CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR RESIDENT AGENT
- RESIGNATION OF RESIDENT AGENT
- CERTIFICATE OF ASSUMED NAME

[View filings](#)

Comments or notes associated with this business entity:

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the 2023 ANNUAL STATEMENT

for

LEAD RENOVATOR TRAINING LLC

ID Number: 801538656

received by electronic transmission on November 30, 2022 , is hereby endorsed.

Filed on November 30, 2022, by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 30th day of November, 2022.

Linda Clegg

Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau

Attachments – C

| CTI Crew Members | | Lead Professional Certifications | Lead Lic# | Additional Certifications | City Residence |
|------------------|--------------------|---|-----------|--|-----------------|
| CTI | Edward G. Wenz, Jr | Supervisor / Lead Inspector / Risk Assessor / EBL | P-01130 | Asbestos Contractor Supervisor /Asbestos Inspector | White Lkae |
| CTI | Dave LeFevre | Supervisor / Lead Inspector / Risk Assessor | P-06837 | Asbestos Contractor Supervisor /Asbestos Inspector | Sterlng Hts |
| CTI | Kevin Mc Neill | Supervisor / Lead Inspector / Risk Assessor / EBL | P-00016 | Asbestos Contractor Supervisor /Asbestos Inspector | Mt Clemens |
| CTI | Richard Harris | Supervisor / Lead Inspector / Risk Assessor | P-08382 | | White Lkae |
| CTI | Mike Dey | Lead Inspector / Risk Assessor | P- | Asbestos Inspector | St Clair |
| CTI | Anthony Kudwa | Lead Supervisor / Lead Inspector / Risk Assessor | P-01064 | | Iron Mountain |
| CTI | Ronald Swan | Supervisor / Lead Inspector / Risk Assessor | P-03610 | Asbestos Contractor Supervisor /Asbestos Inspector | Redfrod |
| CTI | Connie Wright | Supervisor | P-08185 | | Flint |
| CTI | Mike Youngs | Supervisor | P-08309 | Asbestos Contractor Supervisor | Pinkney |
| CTI | Jerald Lobdell | Supervisor | P-08504 | Asbestos Contractor Supervisor | Grand Blanc |
| CTI | Antonio Hinton | Supervisor | P-07099 | Asbestos Contractor Supervisor | Detroit |
| CTI | Jake Allen | Supervisor | P-08639 | Asbestos Contractor Supervisor | Belleville |
| CTI | William Heath | Supervisor | P-08198 | Asbestos Contractor Supervisor | Brighton |
| CTI | Mike Nichter | Supervisor | P-00670 | Asbestos Contractor Supervisor | macomb |
| CTI | Jake Saul | Supervisor | P-07406 | | Tecumseh |
| CTI | Brandon Hambrook | Supervisor | P-07403 | Asbestos Contractor Supervisor | Novi |
| CTI | Kasam Karim | Supervisor | P-07404 | Asbestos Contractor Supervisor | St Clair Shores |
| CTI | Jason Elder | Supervisor | P-06474 | Asbestos Contractor Supervisor | Bay City |
| CTI | Mike Ellis | Supervisor | P-08104 | Asbestos Contractor Supervisor | Belleville |
| CTI | Lance Gibson | Supervisor | P-08698 | Asbestos Contractor Supervisor | Flint |
| CTI | Gary Ringer | Supervisor | P-03735 | | Detroit |
| CTI | Logan Gillard | Supervisor | P-007872 | Asbestos Contractor Supervisor | Bay City |
| CTI | Darrin Gillard | Supervisor | P-008501 | Asbestos Contractor Supervisor | Bay City |
| CTI | Charles Summers | Supervisor | P-007553 | Asbestos Contractor Supervisor | St Clair Shores |
| CTI | Tony Wellman | Supervisor | P-005186 | Asbestos Contractor Supervisor | Flint |
| CTI | Tim Titus | Supervisor | P-008167 | Asbestos Contractor Supervisor | Caro |
| CTI | Ahmone Wheeler | Worker | P-007791 | Asbestos Contractor Supervisor | Detroit |
| CTI | Ali Bazzi | Supervisor | P-009101 | Asbestos Contractor Supervisor | Dearborn |
| CTI | Keith Hicks | Supervisor | P-007199 | Asbestos Contractor Supervisor | Detroit |
| CTI | Brenden Gillard | Worker | P-009234 | Asbestos Contractor Supervisor | Bay City |
| CTI | Chris Waters | Supervisor | P-008903 | Asbestos Contractor Supervisor | Brighton |
| CTI | Kyle Briton | Supervisor | P-003076 | Asbestos Contractor Supervisor | Bay City |
| CTI | Michael Straffon | Supervisor | P-008347 | | macomb |
| CTI | Chris Straffon | Supervisor | P-008182 | | Richmond |
| CTI | Ramiro Alvarado | Worker | P-009127 | | Detroit |
| CTI | Dawn Alvarado | Worker | P-009228 | | Detroit |
| CTI | Yasmeen Santiago | Worker | P-009123 | | Detroit |
| CTI | Daniel McMaster | Supervisor | P-008952 | | Livonia |
| CTI | Richard Wells | Supervisor | P-007402 | Asbestos Contractor Supervisor | Flint |
| CTI | Stephan Benevides | Supervisor | P-007615 | Asbestos Contractor Supervisor | Flint |
| CTI | Robert Wright | Supervisor | P-007992 | Asbestos Contractor Supervisor | Flint |
| CTI | Eric Hibbert | Supervisor | P-004202 | Asbestos Contractor Supervisor | ClintonTwp |
| CTI | Terry Hall | Supervisor | P-008263 | | Charlotte |
| CTI | Shaun Most | | | | Grand Blanc |
| CTI | Justin Sherman | | | | Flushing |
| CTI | Donnie Wallace | | | | Mt Morris |
| CTI | Jordon Hitsnan | | | | Flint |
| CTI | John Sacher | | | | Flint |
| CTI | | | | | Flint |
| CTI | | | | | |
| CTI | | | | | |

Attachments - D

CTI – Contractor Services, LLC



> Building, Lead, Asbestos, Mold <

8756 Trenton Dr – White Lake, MI 48386

Office: 248-698-6900 ~ fax: 248-694-2001 ~ Wenz_Ed@yahoo.com



September 8, 2023

City of Rochester Hills
Office of Contracting & Procurement
1000 Rochester Hills Dr
Rochester Hills, MI 48309

To whom it may concern:

Re: RFP for Job Contracting

CTI Contractor Services, LLC is responding to the RFP for Job Contracting. We look forward to the opportunity to participate in the job contracting program with Rochester Hills..

CTI Contractor Services, LLC is a division of Lead Renovator Training, LLC and was established in Feb 2010. The company was formed by its owner Edward Wenz who has been a licensed builder since 1995. CTI Contractor Services, LLC has grown to be a professional contracting firm and has been handling work for municipalities for more than 20 years and private contract work for close 28 years.

I am attaching some of the projects that I have done in the last few years. There are many other projects that I could not even begin to list out. I have been a residential builder for 20 plus years. I was Home Depots largest installer for 5 years; we installed over 250k doors for them in that time. I also was the go-to installer for Home Depot Expo Centers when they were around. I have in the last few years been the construction manager for City of Pontiac where I handled 3.5 million dollar NSP program, 1.5 million dollar demo program, built new homes, boarded up hundreds of homes, cleaned up sites, and more. I worked for Macomb County Rehab Program form 2003-2008 and was the inspector and construction manager for 50 homes per year with an average of 25k per house. I worked as a subcontract inspector / construction manager working for Macomb County for several years for the rehab program, handling 20 houses per year with an average of 35k per home.

I do a lot of consulting and teaching contractors how to be builders and be the best builder for the consumer, as this has been my main business for the last 7 years. My company is a licensed proprietary school in Michigan for builder's courses. I also handle some building projects as the construction manager as listed above. Along with the lead inspection, lead risk assessment, & asbestos work I handle. Please see my attached resume of current clients.

Then as noted above the HUD NSP programs that I took over handled the demo of 400 homes, board ups of 500 homes, rehab of 31 homes, and much more. All of this is handled under my watch as Construction Manager for Federal Programs for City of Pontiac.

After continuing my construction career by establishing CTI Contractor Services, LLC , we have grown over the last 13 years to be one of the largest lead abatement firms in the state, along with asbestos work, home rehab, and new build construction homes.

CTI Contractor Services has committed to perform the work outlines in the Job Contracting to provide quality and professional work for the homes as part of this program.

CTI Contractor Services, LLC has listed below all of our licenses and certifications; along with attaching copies as part of this RFP.

- State of Michigan Builders License – 2102213550
- State of Michigan Lead Abatement Contactor – C-000982
- State of Michigan Asbestos Abatement Contractor – C44307
- US EPA RRP Firm Certification – NAT-74767-4
- US EPA Lead Abatement National Certification – LBP-74767-2
- City of Detroit Residential Builders Contractors Registration – LIC2020-00899

Please see the attached pages of some pictures and info on projects in the area I have completed.

Please feel free to contact the owners of these homes for a referral, I can provide names and contracts.

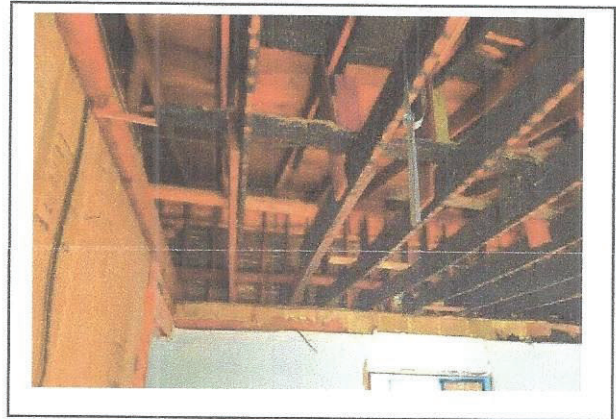
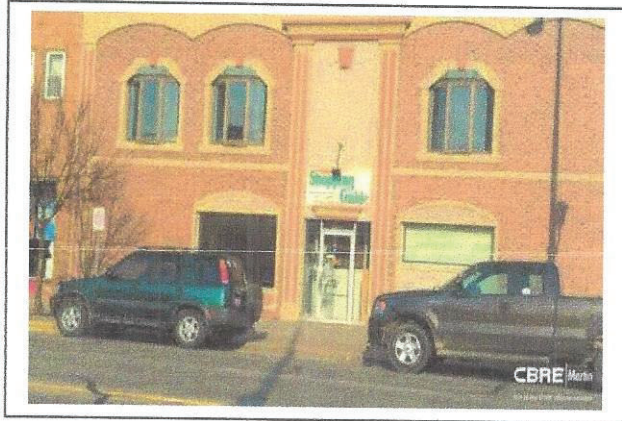
1725 Banmoor Dr – Troy, MI (Renovation / New Build 2017)

Renovation / New build from existing foundation of old ranch home designed & built by Ed Wenz. Existing was 1500 sqft ranch, building a 3000sqft 2 story home with basement. 5 bedrooms, 4 baths.



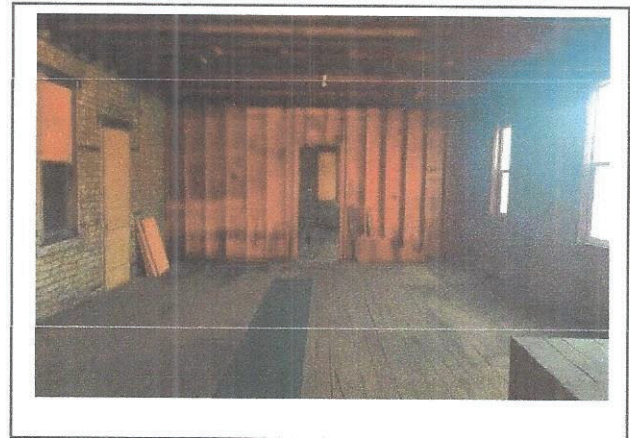
239 S. Cochran – Charlotte, MI 48813

- Downtown development project for Precedent Properties, MSHDA, & MEDC
- Rehab of 2 bedroom apartment, project size \$ 100,000



112 E. Lawrence – Charlotte, MI 48813

- Downtown development project for Precedent Properties, MSHDA, & MEDC
- Rehab of 2 bedroom apartment, project size \$ 100,000



38315 Murdick – New Baltimore, MI 48047 (built 2016-2017)

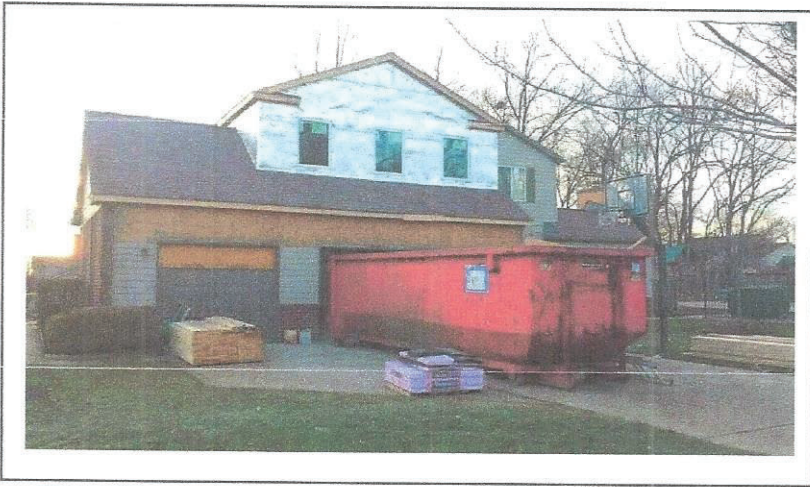
New build of 2 story home built by Ed Wenz. Home is 3,000 sqft 2 story, built a 3,000 sqft attached garage/workshop. 4 bedrooms, 2.5 baths. Owners: Tony & Maureen Wartian - 586-405-0989 / 586-405-0988



8756 Trenton Dr –White Lake, MI 48386

Put an addition on to my personal home.

600 sqft over the garage and remodeled the exterior



4682 McEwen – Bloomfield Twp (built 2015-2016)

New build from existing foundation of old ranch home designed & built by Ed Wenz. Existing was 1800 sqft ranch, built a 4500sqft colonial home with basement. 5 bedrooms, 5 baths.

Owner: Kevin & Stephanie Butler – 248-866-8998



37362 Groesbeck – Clinton Twp, MI

New Build 1800 sqft ranch home, designed & built by Ed Wenz attached 2 car garage on slab, 3 bedrooms, 2 full baths



110 Euclid – Mt Clemens, MI

New Construction Home designed & built by Ed Wenz, ranch style, basement, 3 bedrooms, 2 full baths



22463 Piper – Eastpointe

New construction build designed & built by Ed Wenz, 3 bedroom on a basement, 2 full baths, one car attached garage



21091 Gentner – Warren

New Build in Warren, MI – 1600 sqft colonial with 1 car attached garage



21083 Gentner – Warren

New Build in Warren, MI – 1600 sqft colonial with 1 car attached garage



20870 Wellington – Warren

New construction build in Warren – 1500 sqft ranch on basement with 2 car attached garage



8124 Cadillac – Warren

New Build in Warren, MI – 1600 sqft colonial with 1 car attached garage



12859 Sherman – Warren

New Build in Warren, MI – 1600 sqft colonial with 1 car attached garage



4419 Krys Rd- Gaylord

New construction build 2 family duplex with 1 ½ car attached garage on each side
I built for \$140k and sold for \$189k



30061 Park St – Roseville

Rehab & flip, added on to the home by doubling the size. All new from foundation to roof



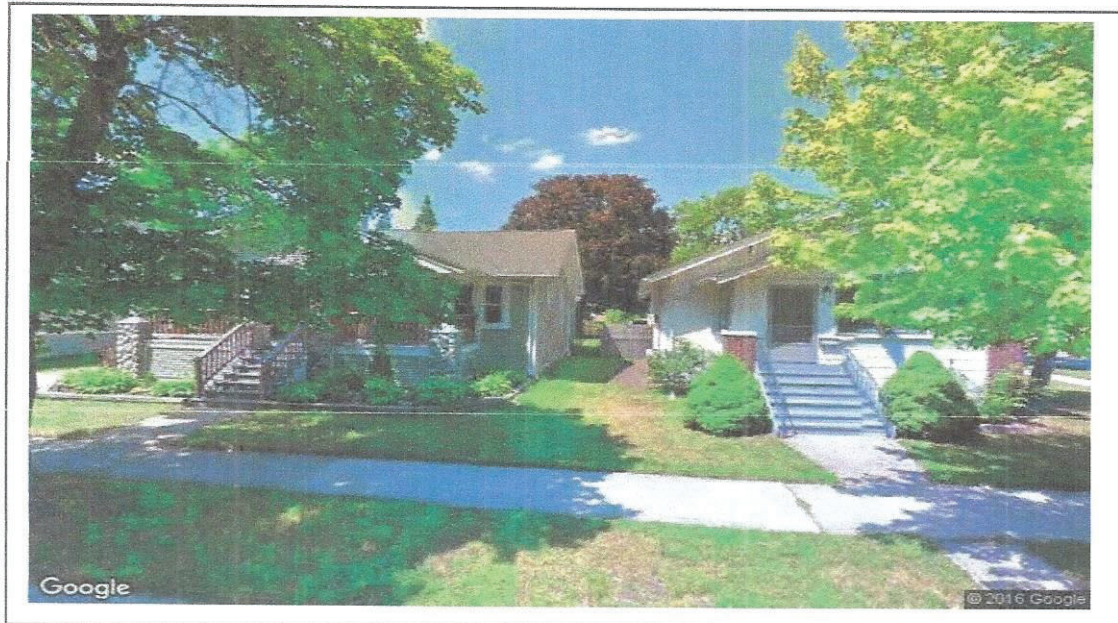
15711 12 Mile Rd – Roseville

Commercial job, handling the renovation of the building. Project was 76k. Did exterior & interior work



806 Florence – Royal Oak

Rehab & flip house, doubled the size of the home



22316 Mylls – St Clair Shores

Addition on rear 15x18 family room, kitchen remodel, complete exterior remodel



16535 Curtis – Roseville

Complete exterior remodel



Other projects I have completed:

29961 Gratiot – Roseville = commercial renovations

7223 Westminster – Warren = complete rehab

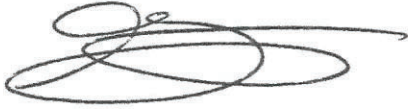
11092 Cadillac – Warren = complete rehab

7059 Continental – Warren = complete rehab

There are too many to go back & document.

I have owned a company that handled rehab & lead abatement project for many municipalities around southeast Michigan for many years from Warren, St Clair Shores, Macomb County, Livonia, Royal Oak, & more. I do look forward to handling the job contracting projects for City of Rochester Hills.

Sincerely,

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Edward G. Wenz, Jr. – Member
CTI Contractor Services, LLC

CTI – Contractor Services, LLC



> Building, Lead, Asbestos, Mold <

8756 Trenton Dr – White Lake, MI 48386

Office: 248-698-6900 ~ fax: 248-694-2001 ~ Wenz_Ed@yahoo.com



Suppliers List:

Wimsatt Building Supply-3460 Bay Rd - Saginaw, MI 48603
Office: 989-497-0100 ~ Fax: 989-497-1991 * darthur@wimsattdirect.com

Carter Lumber - 46401 Erb Dr, Macomb, MI 48042
Office: 586-913-8700 ~ Fax: 586-913-8782 frank.brasza@carterlumber.com

ABC Supply -3497 Dolan Dr, Flint, MI 48504
Office: 810-789-8000 ~ Fax:810-789-6383 * shaun.s@abcsupply.com

Quaker Window & Door-PO Box 128 -Freeburg, MO 65035
Office: 800-347-0438 ~ Fax: 573-744-5586 * treedy9@hotmail.com

Polaris Windows - 500 Victoria Rd - Youngstown, OH 44515
Office: 800-783-2179 ~ ttomaselli@polariswindows.com

In line Distributing Company-12200 Sears St -Livonia, MI 48150
Office: 734-261-1137 ~ jbeatty@inlineco.com

AramSCO -27150 Trolley Industrial Dr -Taylor, MI 48180
Office: 313-375-5591 ~ tamica.mosley@aramsco.com

Beacon Building Materials -2230 Avon Industrial Dr - Rochester Hills, MI 48309
Office: 248-537-0091 ~ Fax: 248-537-3097 * ryurk@acmebm.com

Ingram Wholesale - 18000 14 Mile Rd - Fraser, MI 48026
Office: 586-293-3320 ~ Fax: 586-293-7912 * info.fraser@ingramsiding.com

Spartan Building Supply-21540 Schoenherr -Warren, MI 48089
Office: 586-778-0180 ~ Fax: 586-778-9710

MMI Door-6361 Sterling Dr N -Sterling Hts, MI 48312
Office: 800-686-9218 ~ info@mmidoor.com

Guthrie Lumber Company - 12152 Merriman Rd, Livonia, MI 48150
Office: 734-513-5777 -Fax: 734-513-5785 * spugliese@guthrielumber.com

PHO-Professional Hardwood Distributors - 44275 N Groesbeck Hwy, Clinton Twp, MI 48036
Office: 586-323-4955 -Fax: 586-323-9602 * csheardy@professionalhardwood.com ~ Open line of credit - Rep. Pete Agnello

Water Tech, LLC - 718 S Michigan Ave, Howell, MI 48843
Office: 517-548-2505

Subcontractors List:

Detroit HVAC- 2293 Star Ct-Rochester Hills, MI 48309

Office: 248-852-4328 ~ lou@detroitvacinc.com

Pat Johnson Cement, Inc -22210 Alexander-St. Clair Shores, MI. 48081

Office: 586-295-4572 * pjohnsoninc@yahoo.com

Bison Plumbing-25780 Ryan Rd -Warren, MI. 48091

Office: 586-754-4281 ~ bisonplumbing@gmail.com

MJ Environmental, Inc. - 149 Lodewyck St- Mt. Clemens, MI. 48043

Office: 586-770-3127 ~ Fax: 586-465-8126 * kjmcneill@msn.com

- Rough Framing Crew – Robert Bender Building = 571-852-0671
- Plumbing Rough & Finish work – 1st Aid Plumbing – Jim Casey = 586-808-2979
- Electrical rough & finish work – Randy Susalla = 989-415-2041
- Insulation Work – E & M – Mike DeLaCruz = 586-703-2759
- Drywall Work – Platinum Drywall – Jeff = 586-615-4282
- Panting – SJB Painting Company – Steve Butcher = 248-802-7465

Attachments - E

Edward G. Wenz, Jr.

8756 Trenton Dr. – White Lake, MI 48386

248-698-6900 ~ fax# 248-694-2001 ~ wenz_ed@yahoo.com

EMPLOYMENT OBJECTIVE:

To utilize my past experience & knowledge to gain personal growth & advancement in the construction field.

WORK EXPERIENCE:

2010 – Present

Contractors Training Institute, LLC

Lead Renovator Training, LLC ~ Member / Trainer / Instructor

CTI Contractor Services, LLC

CTI – Consulting, Testing, & Inspections, LLC

- Trainer for EPA Certified Renovator course, Mold Remediation, OSHA Safety, Asbestos
- Trainer of Lead Abatement Supervisor, Lead Inspector, Risk Assessor, Worker
- Trainer / Instructor for Michigan 60 Hr Builders Pre-Licensure Class & Builders Con-Ed
- Trainer for Asbestos Supervisor Contractor & Inspector Courses
- Authorized Trainer for OSHA Outreach Program
- Built Online School for Contractor Training, Along with specialty websites & phone apps
- CTI-Consulting, Testing, & Inspections division of firm
 - Contract work for lead inspections/ lead risk assessments
 - Contract work for asbestos inspection surveys
 - Contract work for mold inspection air & surface sampling
 - Contract work for project management consulting, along with contract spec writing
 - Contract for Macomb County Rehab program as rehab specialist, spec write, inspector
 - Contract for Habitat For Humanity Macomb & Detroit as spec writer, rehab specialist, inspector, & lead inspector/lead risk assessor, asbestos testing



2014 – Present BildIt.app / LeadSafeContractors.com

- Owner / Compliance Director
 - Software Program Development
 - Web Based Online Training Program Development

1994 – Present Winner Investment, Inc. ~ Owner

- Established a property management company that currently owns and manages six (6) residential rental units throughout Macomb County. This firm owned and managed over 38 properties including commercials and residential apartments in previous years.
- Also, DBA Michigan Inspection Consultants, LLC; inspection & consulting services

May 2011 – Feb 2012 City of Pontiac Federal Programs

- Construction Manager / Rehab Specialist for Federal Programs HUD Grants & NSP
- Inspections of residential homes for code and write specification for all work, HOME Funds Implemented Programs for: Emergency Board-Up, Lawn ordinance mowing, Dumping clean-ups,
- Coordinated restart of NSP program for City to meet all HUD requirements, completed work that was on hold
- Demolition Program for Emergency & Scheduled demos, Coordinated all disconnects for water/sewer/electrical/gas for Michigan Land Bank NSP2 & CDBG. Along with surveying all water & sewer lines for mapping utilities for future use.

2006 – 2010 Mini Dumpsters, LLC ~ Member

- Established a waste & recycling firm = SOLD Firm
- Company was established with one dump trailer, when sold the business had 30 trailers, 18 roll off boxes, 3 trucks, 2 frontload trash trucks with revenue of \$500K per year

2003 – 2008 ~ Macomb County Rehabilitation Specialist |

Dept. of Planning & Economic Development

- Performed functions of Rehabilitation Specialist / Building Inspector
- Managed rehabs for Lead Inspection & Lead Risk Assessments on work for county.
- Designed and wrote county housing inspection report
- Wrote county rehab program contractor manual
- Trained contractors in work practices, lead work, & processes

1998 – 2003 At Home Services, LLC ~ Owner

- Established general contracting company for residential work. *Inactive.*

2003 – 2007

RW Builders, LLC ~ Member

- Established building & development partnership firm, building and renovating homes in Macomb, Oakland, & Wayne Counties. Company was dissolved as of December 2007.
- Built new homes as in fill lots in various cities
- Rehabbed homes in various city for flips

1996 – 2003

Winner Properties, Inc. ~ Owner

- Established a full service construction company, diversifying in new home construction, commercial build outs, gymnasium wood floor installs, rehabilitation work, design & build, home inspections, insurance reconstruction, lead paint and asbestos abatement. Trained employees' in work practices, install techniques, lead safe work practices, work safety training, fire safety, hazard communication plan, respiratory program, etc...
- Winner Properties was the largest Home depot installation firm in Michigan and surrounding states handling 33 stores in Michigan for door installation program. Our firm also wrote the Anderson Window install program for Home Depot.
- Winner Properties also worked for Home Depots EXPO Design Center Stores. Our firm handled 3 stores for installation of kitchens, bathrooms, tile, stone, complete remodel work and design build work.
- Winner Properties was the largest Lowes installation firm handling 6 stores in Metro Detroit market. Our firm handled the door installation program for all 6 stores, handled the plumbing install program for 3 stores, and handled installation of tile & cabinets for 3 stores.

Other Work Experience:

- Licensed Associate Realtor
- Truck driver for waste hauling firm - Went on to open my own business
- Owner of Towing & Recovery Service – Built & Established Company & then Sold company
- Owner of Spring & Suspension Shop – Built & Established Company & then Sold company
- Machine Repair Technician for Expert Machine Repair – Went out to open my own business

SKILLS, LICENSES, CERTIFICATIONS:

- Licensed Residential Builder
- State of Michigan Building Inspector & Plan Reviewer
- Certified Lead Abatement Supervisor
- Certified Lead Inspector & Lead Risk Assessor
- Certified Licensed Asbestos Supervisor Contractor
- Certified Licensed Asbestos Inspector
- State of Michigan Certified Lead Trainer (Worker, Supervisor, Inspector, Risk Assessor)
- State of Michigan Certified Asbestos Trainer (Supervisor / Contractor & Inspector)
- US Environmental Protection Agency EPA RRP Trainer
- State of Michigan Certified Builders Pre-License Trainer
- State of Michigan Certified Real Estate Continuing Education Trainer
- State of Michigan Certified Insurance Adjuster Continuing Education Trainer
- Authorized U.S. OSHA Out-Reach Trainer
- Trainer in OSHA, Mold, Lead, Builders Initial & Con-Ed Classes, Asbestos
- Lifetime Approval By State of Michigan as Trainer for State Building Officials, Inspectors, & Plan Reviewers
- OSHA 10 Hour Trained
- OSHA 510 – OSHA Standards for Construction
- OSHA 500 – Trainer Course for Construction
- Meth Lab Clean Up
- HAZWOPER
- Certified Indoor Air Quality / Industrial Hygiene Sampling
- Certified Mold Remediation Specialist
- Certified Home Inspector
- Former Realtor
- Driver License = CDL-A – endorsements C, CY, NT

VOLUNTEER AND COMMUNITY INVOLVEMENT:

- Lead Safe America Foundation = Consultant
- Michigan HBA Remodelers Council = Trainer / Consultant
- Michigan Historical Preservation Network = Trainer / Consultant
- Member of St. Clair Shores Zoning Board of Appeals = Previous
- Compassionate Ministries / Building Construction Advisor = Previous
- Habitat For Humanity Macomb – Construction Supervisor = Previous
- Housing Opportunities for Macomb = Previous

Edward G. Wenz, Jr.
8756 Trenton Dr. – White Lake, MI 48386
Federal Programs Experience in HUD / NSP Work

Macomb County Rehab Program – Rehabilitation Specialist

- Inspect homes for rehabilitation program: building, plumbing, hvac, & electrical
- Inspect homes for both CDBG & HOME Funds for Code & HQS Standards
- Wrote the County Housing Rehabilitation Contractors Manual
- Updated the County Housing Rehab Manual
- SHPO Historical Section 1106 Clearances
- Environmental Reviews
- Wrote Specifications for work on homes – bring to code & emergency repairs
- Wrote specifications for lead abatement work / designed jobs
- Wrote estimates for all specifications on projects
- Ordered Lead Inspection & Risk Assessments as needed for projects
- Assessed projects for Lead Hazards and wrote specification for such work
- Met with homeowner to go thru work specifications and answered questions
- Inspected progress of work & final inspection of all work to meet specifications
- Completed final work on all homes and processed payments
- Wrote a complete rehab specification guide and put it into place for the County
- Designed a rehab tracking process and write up program for the County
- Ran projects for over 50 plus homes per year
- Projects ranged from rehabilitation, demo, and new build
- NSP Program: Worked to get basic acquisition and rehab outline established

Attachments - A

> Copy of Michigan Builders License

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING

M686916

RESIDENTIAL BUILDER
LICENSE

EDWARD GILBERT WENZ, JR
8756 TRENTON DR
WHITE LAKE MI 48386

LICENSE NO. 2101186904 EXPIRATION DATE 05/31/2020 AUDIT NO. 3137584

THIS DOCUMENT IS DULY ISSUED UNDER THE LAWS OF THE STATE OF MICHIGAN

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING

M686917

RESIDENTIAL BUILDER COMPANY
LICENSE

- O. O. - EDWARD GILBERT WENZ, JR INDV#: 2101186904

WINNER INVESTMENT INC
DBA/ MICHIGAN INSPECTION CONSULTANTS
8756 TRENTON DR
WHITE LAKE MI 48386

LICENSE NO. 02959202 EXPIRATION DATE 05/31/2020 AUDIT NO. 3137549

THIS DOCUMENT IS DULY ISSUED UNDER THE LAWS OF THE STATE OF MICHIGAN

RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING

M549392

RESIDENTIAL BUILDER COMPANY
LICENSE

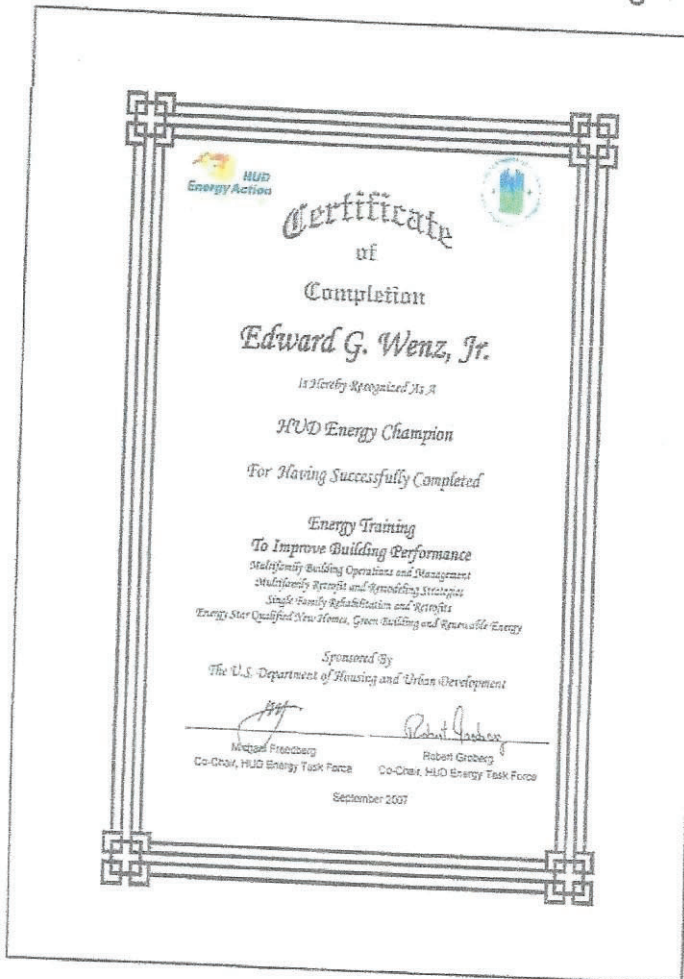
- O. O. - EDWARD GILBERT WENZ, JR INDV#: 2101186904

LEAD RENOVATOR TRAINING LLC
DBA/ CTI CONTRACTOR SERVICES LLC
8756 TRENTON DR
WHITE LAKE MI 48386

LICENSE NO. 2102213550 EXPIRATION DATE 05/31/2019 AUDIT NO. 3130661

THIS DOCUMENT IS DULY ISSUED UNDER THE LAWS OF THE STATE OF MICHIGAN

Attachment ~ B: Additional Training Certificates



Radiation Safety and Operation of Niton XRF Analyzers

This is to certify that
Edward Wenz
 has successfully completed the one day Thermo Fisher Scientific Niton Analyzer Manufacturer's Training Course. The topics of this course include radiation safety, monitoring, device operation, and machine maintenance of the Niton XRF Analyzer.

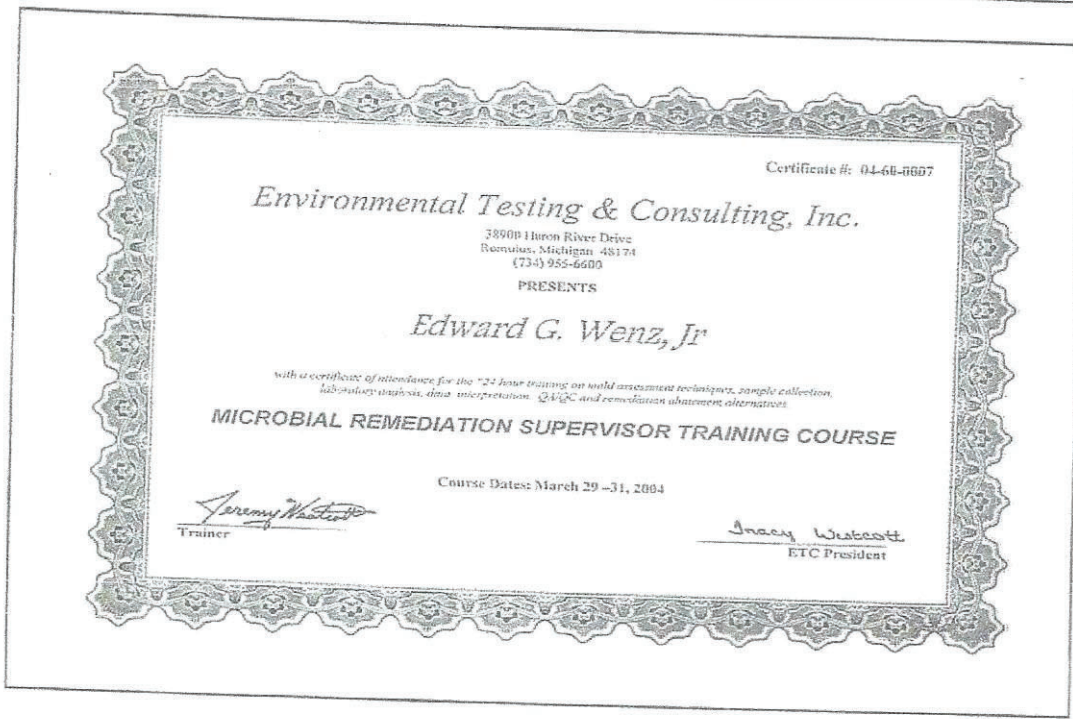
(CIH's - The ABIH Awards 1 CM point, approval # 08-354)

Course date: May 5, 2011
 Location: Romulus, MI
 Certificate Number: 15:4700380000017rVh0

Sophie Ung
 Sophie Ung
 Radiation Safety Training Coordinator

James Blute
 James Blute, CHP
 Manager of Health and Safety

Thermo SCIENTIFIC



Attachment ~ B: Additional Training Certificates



EMSL ANALYTICAL, INC.

Certifies that

Edward Wenz

Has Completed Training In

Mold, Indoor Air Quality and IH Sampling

EMSL Certificate No. 70016695

Course Date: 08/27/2015

Granted: 08/27/2015

Sponsored by:

EMSL Analytical, Inc.
200 Route 130 North
Cinnaminson, NJ 08077
Phone: (800) 220-2675
Fax: (856) 758-5973
www.emsl.com

Jason Dobranic, Ph.D.

Vice President of Microbiology and Life Sciences

Environmental, Mold, Bacteria, IAQ, Asbestos, Lead, Forensic and Materials Testing Since 1981



EMSL ANALYTICAL, INC.

Credits and Continuing Education

Indoor Air Quality/Industrial Hygiene Workshop

on

8/27/15

ABIH-Compliant
ACAC - 8.0 Credits
BOMI - 8.0 Credits
FL DBPR - 7 Credits
ICRC - 1.0 Credit
Inter NACHI - 8.0 Credits
NAHI - 8.0 Credits
ASHI - 6.5 Credits

CRBOH - 1 maintenance point
NYS Dept of State Home Inspectors
CRBOH - 1 MP
NJ Site Remediation Professional Licensing
Board - 4 TCEs
NEHA - 6.5 CEC's
TN Home Inspector Licensing Board - 8 hours

CAHPI
CAHI - 7 CEUs
CAHPI.BC - 7 MRCs
CAHPI Alberta - 7 MRCs
Approved by Florida State
DBPR 7 Credit Hours

Certificate # 70016695


Issued to: Edward Wenz

Environmental, Mold, Bacteria, IAQ, Asbestos, Lead, Forensic and Materials Testing Since 1981



Attachment ~ B: Additional Certificates

Training was conducted in accordance with Federal (EPA/EPA Regulations, as well as OSHA 29 CFR 1910.120 & 1926.756 US EPA Guidelines, and Parts 264 and 265 pursuant to RCRA - Resource Conservation & Recovery Act.

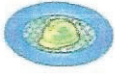


CONTRACTORS TRAINING INSTITUTE, LLC
 PO Box 476 - Union Lake, MI 48386
 (248) 698-6900

Presents this certificate to:
EDWARD G. WENZ, JR.
 8756 TRENTON DR
 WHITE LAKE, MI 48386

In recognition of successful completion of the:
OSHA 40 Hour HAZWOPER Training
 Hazardous Waste Worker Training Course

Date of Training: April 28, 2016
 Date of Expiration: April 8, 2017
 Social Security #: [REDACTED]
 Certificate Number: HAZ - 100883-16-0510



www.MichiganBuildersTraining.org
 OSHA Outreach Trainer, Instructor
 248-698-6900

Training was conducted in accordance with the requirements of the Hazardous Waste Worker Training Course, OSHA 29 CFR 1910.120, 1926.756 US EPA Guidelines, and Parts 264 and 265 pursuant to RCRA - Resource Conservation & Recovery Act.



MICHIGAN BUILDERS TRAINING, LLC
 PO Box 476 - Union Lake, MI 48386
 (248) 698-6900

Presents this certificate to:
EDWARD G. WENZ, JR.
 8756 TRENTON DR
 WHITE LAKE, MI 48386

In recognition of successful completion of the:
Meth Lab Clean Up
 Hazardous Waste Worker Training Course

Date of Training: June 24th, 2016
 Date of Expiration: June 28, 2017
 Social Security #: [REDACTED]
 Certificate Number: 100883-16-0108



www.MichiganBuildersTraining.org
 Edward G. Wenz, Jr., Instructor
 248-698-6900

GRETCHEN WHITMER
 Governor

Michigan Department of Licensing and Regulatory Affairs
 Bureau of Construction Codes

P872055

REGISTERED CODE OFFICIAL AND INSPECTOR

EDWARD GILBERT WENZ JR
 8756 TRENTON DR
 WHITE LAKE MI 48386

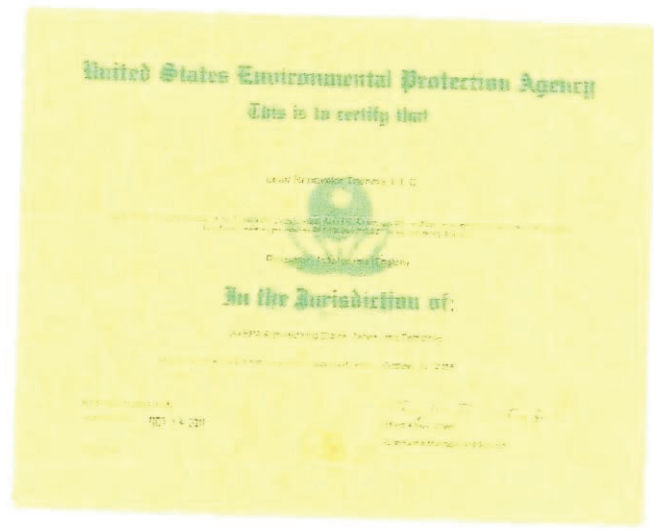
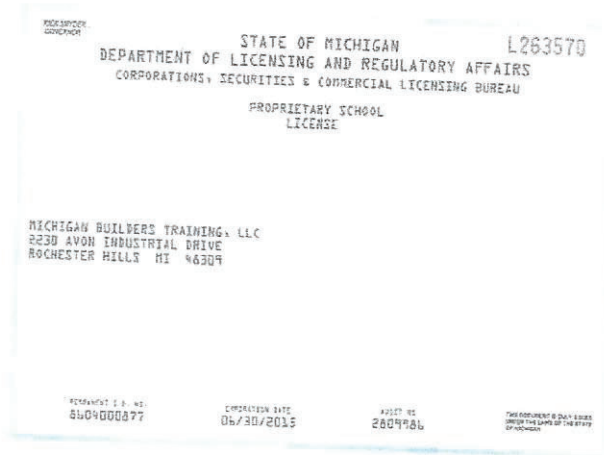
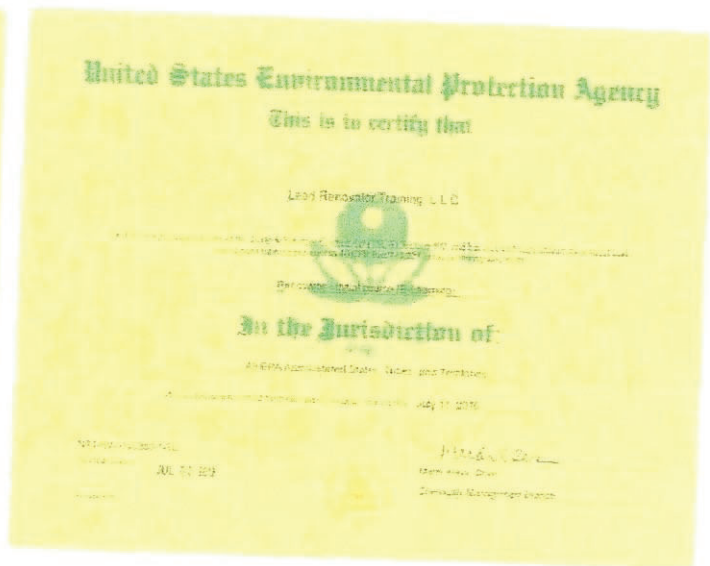
CATEGORIES:
 Inspector Building
 Plan Reviewer Building

License No.
 INSP00243

Expiration Date:
 09/16/2024

This document is duly issued under the laws of the State of Michigan

Attachment ~ C: Additional Certificates



Attachments – D:

➤ Copy of Environmental Licenses



Edward G. Wenz Jr.
Lead Supervisor
Lead Inspector/Risk Assessor
 Cert. number **A42527**
 Annual fee due by **March 31, 2019**
Appropriate refresher training and exam must be taken to renew this certification before March 31, 2019



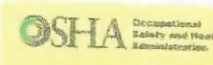
State of Michigan
 Department of Licensing and Regulatory Affairs
Asbestos Inspector
Edward G. Wenz, Jr.
 8756 Trenton Drive
 White Lake, MI 48386
 Accreditation Number **A42527** Expiration Date **04/06/2019**
This individual has satisfactorily met or exceeded the requirements of Michigan Public Act 440 of 1998, as amended, to be accredited as an Asbestos Inspector. Accreditation valid only if approved without suspension. **DOB: 01/08/1968** **132205**





State of Michigan
 Department of Licensing and Regulatory Affairs
Asbestos Contractor/Supervisor
Edward G. Wenz, Jr.
 8756 Trenton Drive
 White Lake, MI 48386
 Accreditation Number **A42527** Expiration Date **04/06/2019**
This individual has satisfactorily met or exceeded the requirements of Section 206 of the Toxic Substances Control Act to be accredited in the above discipline. Accreditation valid only if approved without suspension. **DOB: 01/08/1968** **132206**





This card acknowledges that the recipient has successfully completed a 10-hour Occupational Safety and Health Training Course in **Construction Safety and Health**

EDWARD WENZ, JR.

Bryan Renaud 06/12/2013
(Trainer name - print or type) (Course end date)

Michigan Department of Licensing and Regulatory Affairs
 Michigan Occupational Safety and Health Administration
 Consultation Education and Training Division

This is to recognize that

Edward Wenz, Jr.


Has a completed a 10-Hour MIOSHA course in
CONSTRUCTION SAFETY AND HEALTH

Bryan Renaud 6/12/13
(Instructor) (Date) Approval # **AP147** **LARA**

MIOSHA Training Institute
MIOSHA Macomb Community College

The MIOSHA Training Institute takes pleasure in presenting this
CERTIFICATE OF ATTENDANCE
 for
EDWARD WENZ, JR.
 for your active participation in
MIOSHA Construction 10-Hour Course
Issued 1001 / 10 CONTACT HOURS
JUNE 12, 2013

PATRICIA DUFFRENE BRYAN RENAUD



21-0106391

Construction Safety and Health

This card acknowledges that the recipient has successfully completed the required training to be designated as an **OSHA Authorized Construction Trainer**

Mr. Edward G Wenz, Jr

Completion of this course authorizes the trainer to conduct 10- and 30-hour Construction courses in accordance with Outreach Training Program requirements.

PA
Director, Directorate of Training and Education

Expiration Date **02/13/2024**



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF CONSTRUCTION CODES
IRVIN J. POKE
DIRECTOR

STEVEN H. HILFINGER
DIRECTOR

April 2, 2012

Mr. Edward G. Wenz, Jr.
8756 Trenton Drive
White Lake, MI 48386

****Lifetime Instructor Approval****

Dear Mr. Wenz:

Your application to renew your Instructor Approval has been processed by the Bureau of Construction Codes.

Pending review by the Construction Code Commission, the Bureau of Construction Codes has been granted permission to renew your approval under the following conditions:

1. Instructor standards as defined in the Rules for Act 54, 1986 are maintained.
2. Approval is granted indefinitely for the following categories: Administration, Communication, Plan Review, and Building (Specialty and Technical specific to lead, asbestos and mold related subjects).
3. The commission may withdraw the approval of an instructor when the approval was issued in error or was issued on the basis of incorrect information or when the instructor is found to be in violation of the rules.

The standards set forth in the rules for Act 54, 1986, state that program providers must "establish permanent records of student activities, including course title, and student attendance." Instructors have the responsibility for certifying attendance records. All participants must attend the entire program to receive credit.

PLEASE NOTE: Training programs must be approved by the Bureau of Construction Codes before registrants will receive their credited attendance hours. Before conducting training programs, a completed Education and Training Programs Approval Application (Form BCC-1052) must be submitted and approved by the Bureau of Construction Codes. Our attendance form can be found on our website at www.michigan.gov under Forms then Building Division.

Instructor Identification Number: 2019

Sincerely,

Kary L. Dare

Kary L. Dare
Building Division

KLD/kld

Providing for Michigan's Safety in the Built Environment

LARA is an equal opportunity employer
Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.
P.O. BOX 30254 • LANSING, MICHIGAN 48909
www.michigan.gov/bcc • Telephone (517) 241-8302 • Fax (517) 241-9570



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
LANSING

STEVE ARWOOD
DIRECTOR

February 15, 2013

Michigan Builders Training, LLC
Edward G. Wenz Jr.
2230 Avon Industrial Dr
Rochester Hills, MI 48309

Dear Mr. Wenz:

RE: Sponsor #480

Your application as a sponsor for the 2013-2015 Calendar Years for real estate nondistance-learning continuing education has been approved. This approval begins on February 14, 2013 and expires on December 31, 2015. The sponsor approval number above is important and must be referenced in ALL correspondence with the Department. The following course(s) have been approved:

| Course Name | Hours | "L" Course Number |
|---------------------------------------|-------|-------------------|
| Combo Lead, Asbestos, Mold Awareness | 4hrs | M1474 |
| OSHA Fall Protection | 2hrs | M1475 |
| EPA Certified Lead Renovator | 4hrs | M1476 |
| Mold Awareness - What you should know | 2hrs | M1477 |
| OSHA Lead Awareness | 2hrs | M1479 |
| Asbestos Awareness | 2hrs | M1478 |

This approval includes Edward Wenz as instructor(s).

A Schedule and Geographic Location of Classes BCS/LRE-004(01/09) must be submitted before you submit your verification of attendance. Sponsors must submit verification of attendance no later than 5 days after the completion of the course, per Rule 604(8).

Electronic filing of your continuing education course attendance roster file must be a tab delimited text file or an excel file that can be exported from any database you have.

You can find the Schedule and Geographic Location of Classes and Verification of Attendance excel spreadsheet on our website at www.michigan.gov/bctestesting under the forms drop down menu. If you have any questions, please contact me at (517) 241-9231. Thank you for your cooperation.

LARA is an equal opportunity employer/program.
Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

BUREAU OF COMMERCIAL SERVICES
P.O. BOX 30018 • LANSING, MICHIGAN 48909
www.michigan.gov/lara

FIS 414 (12/11) Department of Insurance and Financial Services

**Certificate Of Registration For A Continuing
Education Program Of Study**

PSI
Michigan CE
3210 E. Tropicana
Las Vegas, NV 89121

September 18, 2013

MICHIGAN BUILDERS TRAINING, LLC
EDWARD G WENZ JR
8756 TRENTON DRIVE
WHITE LAKE, MI 48386

Edward Wenz:

Pursuant to Section 1204a(1) to 1204c(6) of the Insurance Code of 1956, as amended, MCLA 500.1204a(1) to 500.1204c(6), the Agent Education Advisory Council or its designee has reviewed the course materials, curriculum, and instructor credentials submitted and recommends to the Director's representative that this program of study be registered:

Course Name: **UNDERSTANDING THE HAZARDS OF HOUSING - COMBO LEAD, ASBESTOS, & M**

Program of Study: Property & Casualty

Effective Date: 09-18-2013

Number of Approved Hours: 3

Provider Number: 0979

Life/Health 0

Property/Casualty 3

Presentation Method: Classroom

Course Number: 63228

National Designation Program: No

Expiration Date: 09-18-2015

By the granting of this Certificate of Registration, the Director's representative approves the recommendation. The Director may, after Notice and Opportunity for a Hearing, withdraw the registration of a program of study, which does not maintain standards as determined by the Director for the protection of the public. Sales/Marketing hours = 0.

If you disagree with our decision, you may appeal by providing 2 copies of the requested information within 30 days of the date of this letter without any additional fees. However, if you appeal our decision, you must return this document and you may not offer this course until a final disposition is granted.

If you need to contact PSI, please email MIINSURANCE@PSIEXAMS.COM.

Sincerely,

PSI Continuing Education Unit



Michigan Department of Insurance and Financial Services

DIFS is an equal opportunity employer program.

Auxiliary aids, services and other reasonable accommodations are available upon request to individuals with disabilities.

Visit DIFS online at: www.michigan.gov/difs Phone DIFS toll-free at: 877-999-6442

Attachments - F



May 22, 2023

Construction Bonding Specialists, LLC

Carla Williams
Assured Partners
13900 Lakeside Circle
Sterling Heights, MI 48313

Sent Via e-mail Cwilliams@sterlingagency.com

**Lead Renovator Training, LLC dba CTI Contractor Services, LLC
White Lake, Michigan 48386**

We have reviewed your surety submission for the above captioned principal and we are pleased to offer the following bond line program subject to the following terms and conditions:

1. Individual Contract and Bonds not to exceed \$1,500,000, with an Aggregate Bond Program of \$3,000,000.
2. The premium rate for each bond will be charged at \$25.00 per thousand for the first \$100,000, \$15.00 per thousand for the next \$400,000 and \$10.00 per thousand thereafter for the next \$2,000,000, which is to be paid to Construction Bonding Specialists, LLC prior to bond issuance. If the warranty or maintenance period exceeds a period of 12 months the Surety reserves the right to approved, if approved the additional rates will be \$2.50 per thousand for the first \$100,000, \$2.25 per thousand for the next \$400,000 and \$2.00 per thousand thereafter for the next \$2,000,000. The premium rate will be charged on the final contract amount.
3. Personal indemnification to be provided by Edward Wenz, Jr. and Dana Simons-Wenz
4. Corporate indemnification to be provided by Lead Renovator Training, LLC dba CTI Contractor Services, LLC.
5. Subject to: (a) The surety favorable review of all underlying contracts, bond forms and bid results. (b) Our receipt and favorable review of an *original* General Indemnity Agreement, and the required NET premium due, made payable to Construction Bonding Specialists, LLC - Agency Checks only, PLEASE!

The above is only a conditional offer and is subject to change or rescission based upon a multitude of considerations such as financial strength of principal, evaluation of performance on contracts in progress, changes in underwriting policies of our sureties and many other conditions. This is not and should not be considered any right for a principal to receive a series of bonds even if just a portion of the conditional aggregate line has been used. Our offer is "project-specific" and is subject to approval of each and every individual bond request. Our sureties reserve the right to change or cancel these terms and conditions at any time without notice. We hope they will accommodate your client, and we look forward to working with you on the account.

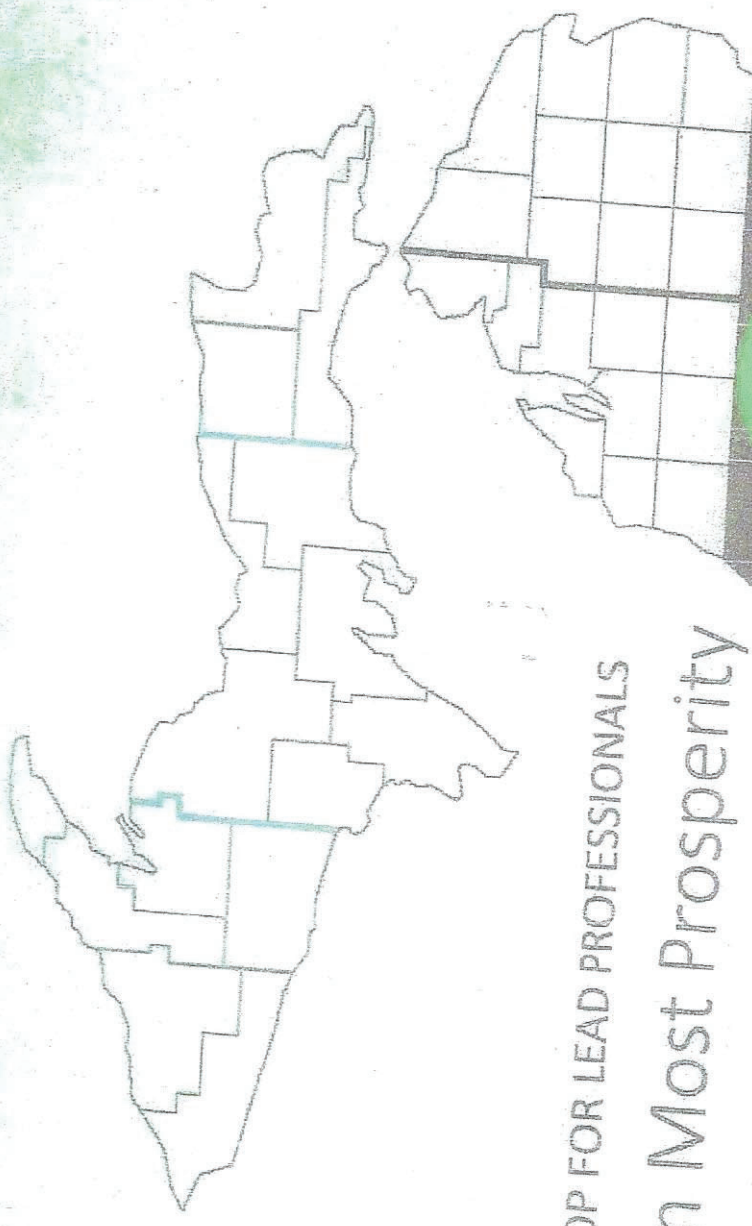
Yours truly,

CONSTRUCTION BONDING SPECIALISTS, LLC.

Barry Berman

Managing Member
99445 Beck Road, Suite A-209, Wixom, MI 48393 • office: 248.349.6227 • fax: 248.348.6762

www.bondingspecialist.com



2019 WORKSHOP FOR LEAD PROFESSIONALS
Worked in Most Prosperity
Regions
FY18*



*Without citation

REFERENCE FORM

RFP No. CTI Contractor Services, LLC

Name of Reference: City of Detroit Bridging Neighborhood Program
(Company Name)

Contact Person: Bob Bildebeck Title: Program Manager

Phone No. 517-304-7252 Fax No. _____

E-mail address: bilderbeckr@detroitmi.gov

Dates of Service: 2021 to Present

Description of Services Provided:

Property Rehab and Lead Abatement work

FOUNDATION REPAIR CONTRACTOR

- Foundation Wall replacement
- Interior water proofing
- Steel I-beam wall bracing installs
- Steel stanchion replacements
- Sump pit & Sump pump installs
- Deck repair & rebuilds

Make copies of this form as necessary

REFERENCE FORM

RFP No. CTI Contractor Services, LLC

Name of Reference: City of Detroit Home Rehab Program
(Company Name)

Contact Person: Faris Fakhouri Title: Program Manager

Phone No. 313-628-0034 Fax No. 313-224-1629

E-mail address: fakhourif@detroit.gov

Dates of Service: 2019 to Present

Description of Services Provided:

Property Rehab and Lead Abatement work

Make copies of this form as necessary

REFERENCE FORM

RFP No. CTI Contractor Services, LLC

Name of Reference: City of Jackson Home Rehab Program
(Company Name)

Contact Person: Sven Harrison Title: Program Manager

Phone No. 517-768-6421 Fax No. 877-971-2151

E-mail address: sharrison@cityofjackson.org

Dates of Service: 2017 to Present

Description of Services Provided:

Property Rehab and Lead Abatement work

Make copies of this form as necessary

REFERENCE FORM

RFP No. CTI Contractor Services, LLC

Name of Reference: Macomb County Home Rehab Program
(Company Name)

Contact Person: Steve Schuster Title: Program Manager

Phone No. 586-469-6330 Fax No. 586-469-7436

E-mail address: steve.schuster@macombgov.org

Dates of Service: 2017 to Present

Description of Services Provided:

Property Rehab and Lead Abatement work

Make copies of this form as necessary

REFERENCE FORM

RFP No. CTI Contractor Services, LLC

Name of Reference: City of Warren Rehab Program
(Company Name)

Contact Person: Bob Weidner Title: Program Manager

Phone No. 586-574-4686 Fax No. 586-574-4685

E-mail address: bweidner@cityofwarren.org

Dates of Service: 2017 to Present

Description of Services Provided:

Property Rehab and Lead Abatement work

(This area contains horizontal lines for providing additional details or references.)

Make copies of this form as necessary

PROPOSAL FORM 12: AGREEMENT TO WORK IN ALL REGIONS OF THE STATE

There are times that a Contractor may need to perform work for certain Participating Public Agency that have facilities in areas outside of the Geographic Region. By acknowledging your acceptance below, you are saying that you will consider performing work in such areas in the State or other States. The Contractor will use the awarded CTC and adjustment factor proposed. If a contractor holds multiple contracts when performing work outside an awarded area the contractor will use the contract that results in the lowest price for the Participating Public Agency. The Contractor will have the option to decline Projects outside of the Geographic Region.

Please circle your intention below:

Yes We agree to consider working in areas outside of the Geographic Region. Yes

No We will NOT consider working outside of the Geographic Region.

Signature



The Proposer shall acknowledge this Proposal by signing and completing the spaces provided below:

Name of Proposer: CTI Contractor Services, LLC

Edward G. Wenz, Jr. - Managing Member

City/State/Zip: 8756 Trenton Dr - White Lake, MI 48386

Telephone No.: 248-698-6900 Fax: 248-694-2001 wenz_ed@yahoo.com

If a partnership, names and addresses of partners:

Edward G. Wenz, Jr. - Managing Member 47%

Dana L. Wenz - 53% Member

Notarized

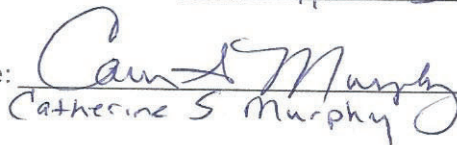
Subscribed and sworn to before me this 9th day of September, 2023

Notary Public in and for the County of Oakland

State of Michigan

My commission expires: Oct 9, 2023

Signature:


Catherine S. Murphy

CATHERINE S MURPHY
NOTARY PUBLIC - MICHIGAN
OAKLAND COUNTY
ACTING IN THE COUNTY OF Oakland
MY COMMISSION EXPIRES OCT. 9, 2026





July 28, 2023

TO ALL FIRMS IN RECEIPT OF
REQUEST FOR PROPOSALS FOR
JOB ORDER CONTRACTING SERVICES FOR THE CITY OF ROCHESTER HILLS
AND COOPERATIVE JOB ORDER CONTRACTING PROGRAM
FOR PUBLIC AGENCIES IN MICHIGAN
RFP-RH-23-034

ADDENDUM #1

This document is considered Addendum #1 to the Request for Proposals for Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for Public Agencies in Michigan - RFP-RH-23-034.

This addendum is issued to provide the following:

- Revised Due Date
The RFP was issued with a due date of Thursday, August 17, 2023 by 3:00 PM
The Revised Due Date is NOW: **Tuesday, August 29, 2023 by 3:00PM**
- Pre-Proposal Meeting Recording Link
The Pre-Proposal Meeting was held Thursday, July 27, 2023. It was recorded and is being made available by the following link:

<https://gordian.zoom.us/rec/share/Clj9wGRRFHw1XiGvZXXtWwGFuvCEeJga0Amf9p02ptZ6mqJ-1e9HowvdvvcNrpKF.seDVBCVUqdGLHCGJ?startTime=1690465382000>

This Addendum is required to be included in your quote as acknowledgement of receipt of the addendum.

Keri J. Bright, CPPB
Senior Procurement Analyst
City of Rochester Hills-Purchasing Division
1000 Rochester Hills Drive
Rochester Hills MI 48309
248-841-2538
brightk@rochesterhills.org



RFP-RH-23-034

REQUEST FOR PROPOSALS

FOR

Job Order Contracting Services for the City of Rochester Hills

and

**Cooperative Job Order Contracting Program for Public Agencies in
Michigan**

Proposals Due: August 17, 2023 Before 3:00 PM Eastern

**Section 1: RFP Overview and City of Rochester Hills General Terms
and Conditions**

**City of Rochester Hills
1000 Rochester Hills, Dr.
Rochester Hills, MI 48309**

RFP Announcement

This RFP Consists of Three Sections:

RFP TITLE: **Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for Public Agencies in Michigan**

RFP NUMBER: **RFP RH-23-034**

RFP DUE DATE AND TIME: **August 17, 2023 before 3:00 PM Eastern Time**

RFP EMAIL SUBMITTAL ADDRESS: Submit your Proposal electronically through the MITN:
www.mitn.info

PROCUREMENT AGENT: Keri Bright, CPPB
brightk@rochesterhills.org
248-841-2538

QUESTIONS DUE DATE AND TIME: Questions must be e-mailed to brightk@rochesterhills.org no later than **4:00 PM Eastern Time on August 8, 2023.**

PRE-PROPOSAL CONFERENCE (not mandatory): **July 27, 2023 at 10:00 AM Eastern Time** online via Zoom. Attendees must register by using the following link:
https://gordian.zoom.us/meeting/register/tZYvc-mhpzsoGtT9amN0v_T-jUEh34Guxb

TIMELY DELIVERY OF RFP DOCUMENTS: Sealed Proposals for this solicitation will be received by the City of Rochester Hills Purchasing Division via electronic submission only through MITN (www.mitn.info) website until exactly 3:00 PM Local Time, August 17, 2023. The city will subsequently at 3:30 PM read the names and addresses receive publicly via Zoom Teleconference.

FOR FURTHER INFORMATION ON JOB ORDER CONTRACTING FOLLOW THESE LINKS: How to Bid a JOC Contract Resource Hub -
<https://www.gordian.com/resources/how-to-bid-a-joc-contract/>
Adjustment Factor Training and Calculator –
<https://www.gordian.com/resources/how-to-calculate-joc-adjustment-factor/>
JOC 101 Presentation -
https://gordian.zoom.us/rec/share/_ZmUpvoW_IGIPFwu1uEwtpHV0xjBEkYK04kL6_p5YwINFkSV3yYsBPIIqQJSYs.4s4OOnKtWIFnix_j

Section One:

PART A – RFP Overview

- Instructions to Proposers
- Purpose and Scope
- Schedule of Activities
- Links to Construction Task Catalogs (CTC) and Technical Specifications:
- Construction Task Catalog (CTC) and Technical Specifications for JOC Services in the City of Rochester Hills
- Construction Task Catalogs (CTC) and Technical Specifications Cooperative Job Order Contracting Program for Public Agencies in Michigan
 - Region 1 Upper Peninsula MI Construction Task Catalog
 - Region 2 Northern MI Construction Task Catalog
 - Region 3 Western MI Construction Task Catalog
 - Region 4 Central MI Construction Task Catalog
 - Region 5 Flint/Tri Cities MI Construction Task Catalog
 - Region 6 Southeast MI Construction Task Catalog

PART B – Rochester Hills General Conditions

Section Two:

Proposal Forms and Check list

- Management Plan and Technical Organizational Capabilities
- Key Personal Assigned to the Contract
- Additional Required Proposal Forms
- Comparable And Past JOC/IDIQ Construction Experience
- Cost Proposal Pricing

Section Three:

- Job Order Contracting General Terms and Conditions
- Attachment A Requirement for Cooperative Contract
 - Exhibit A – Response for Piggyback Contract
 - Exhibit B – Master intergovernmental Cooperative Purchasing Agreement, Example
 - Exhibit C – Principal Procurement Agency Certificate, Example
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(The rest of this page is intentionally left blank)

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PART A – Overview of the RFP

Request for Proposal Instruction to Proposers

1. REQUEST FOR PROPOSAL SUBMISSION INFORMATION

Dated: July 17, 2023. The City of Rochester Hills (hereinafter referred to as the “City”) is soliciting proposals from qualified companies to establish a contract for Job Order Contracting Services at various City owned buildings for a three (3) year period. The City reserves the right to exercise an option to renew for two (2) additional 1-year periods. The Vendor shall provide all necessary equipment, materials, supplies, necessary insurance, supervision, and competent, suitable and qualified personnel to perform the work required.

Due to the COVID-19 pandemic, some City processes have been affected and as such, are requiring adjustment to the normal processes. It is important that you read all the information to ensure you submit your proposal response to the City in the correct manner. Please ensure all documents are signed. If you are interested in providing a proposal, please read the document in its entirety and submit the requested information and proper forms and upload to the MITN website. **Electronic submission ONLY will be accepted. Hardcopy, emailed, faxed and late submittals will not be accepted.**

Sealed proposals for Job Order Contracting Services as specified in this solicitation will be received by the City of Rochester Hills Purchasing Division, 1000 Rochester Hills Drive, Rochester Hills, MI 48309 via **electronic submission ONLY** through the MITN (www.mitn.info) website until exactly **3:00 P.M. Local Time, August 17, 2023**. The City will subsequently at 3:30 P.M. read the names and addresses received publicly via a Zoom Teleconference.

Proposal Opening Via Zoom Teleconference.

Proposers wanting to view the opening are invited to do so utilizing the following meeting information listed below. We are requesting that you not attend in person to limit capacity within City building during this time and it is possible that City buildings may not be open to the public at the time of the opening.

When: Aug 17, 2023 03:30 PM Eastern Time (US and Canada)

Topic: RFP RH-23-034 Job Order Contracting Services

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84484637100>

Or One tap mobile: +13017158592,,84484637100# US; +13052241968,,84484637100# US

Or Telephone:

Dial: +1 301 715 8592 US (Washington DC); +1 305 224 1968 US; +1 309 205 3325 US; +1 312 626 6799 US (Chicago); +1 646 931 3860 US; +1 929 205 6099 US (New York); +1 507 473 4847 US, +1 564 217 2000 US; +1 669 444 9171 US

Webinar ID: 844 8463 7100

THE CITY OF ROCHESTER HILLS RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.

2. SOLICITATION DOCUMENTS

The City of Rochester Hills officially distributes proposal documents from the Purchasing Division or through the Michigan Intergovernmental Trade Network (MITN). Copies of proposal documents obtained from any other source are not considered official copies. Only those vendors who obtain proposal documents from either the Purchasing Division or the MITN System are guaranteed access to receive addendum information, if such information is issued.

The first step to do business with the City is to become a registered vendor by visiting www.mitn.info to link to the MITN website. Once an award is made, a notice will be posted on the MITN website. Any deviation from the specifications must be noted on the proposal.

As this Request for Proposals is being made available by electronic means, the proposer accepts full responsibility to ensure that no changes are made to the Request for Proposals documents. In the event of conflict between a version of the Request for Proposals submitted by proposer and the version maintained by the City of Rochester Hills Purchasing Division, the version maintained by the City of Rochester Hills Purchasing Division shall govern.

Please note when the Proposer is submitting a proposal through the MITN website, the City of Rochester Hills is capable of accepting documents in .docx, .pdf, .jpg, .tif or rtf formats. Due to security risks associated with some file formats, the following file types are not able to be opened by the City: DOC, DOCM, DOT, XLS, XLSM, XLSB, XLT, PPT, PPTM, RTF. All of these formats can contain malicious code. The City is also not able to open ZIP files at this time. Alternatively, the Proposer could convert these files to PDF.

The City's acceptance of a proposal and approval of the award of a contract shall not constitute a formed contract, and the acceptance of a proposal and award of a contract shall be contingent and conditioned upon the parties' entry into and execution of a written agreement acceptable to the City.

3. OVERVIEW AND PURPOSE JOC SERVICES FOR THE CITY OF ROCHESTER HILLS

Job Order Contracting Services For The City of Rochester Hills

The City of Rochester Hills is requesting proposals from qualified companies to perform Job Order Contracting (JOC) services at various City owned buildings for a period of three (3) years; the City reserves the right to exercise an option to renew for two (2) additional 1-year periods. The anticipated full term of the contract is five (5) years. The Awarded Contractors shall have the right to enter local "service" agreements with Participating Public Agencies accessing the contract through OMNIA Partners, so long as the effective date of such agreement is prior to the expiration of the Master Agreement. All local agreements may have a full potential term (any combination of initial and renewal periods) not to exceed five (5) years. The purpose of this RFP is to establish a group of Job Order Contracting Contracts for the City of Rochester Hills to complete construction, repair, alteration, modernization, rehabilitation, and construction of infrastructure buildings, structures, or other real property at competitively solicited prices. Awarded Contractors will perform an ongoing series of individual projects for the city at various locations.

While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Job Order Contracting Products and Services purchased through the City is approximately \$2M annually. This projection is based on the current annual volumes for the City of Rochester Hills.

4. OVERVIEW AND PURPOSE FOR COOPERATIVE JOB ORDER CONTRACTING PROGRAM FOR PUBLIC AGENCIES IN MICHIGAN

The City of Rochester Hills, Michigan, as the Principal Procurement Agency, defined in Section 3 Attachment A, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The City of Rochester Hills, Michigan is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Section 3 Attachment A, or as otherwise agreed to. Section 3 Attachment A contains additional information about OMNIA Partners and the cooperative purchasing program.

The purpose of this RFP is to establish a group of Job Order Contracting Contracts throughout the State of Michigan, allowing their Participating Public Agencies access to complete construction, repair, alteration, modernization, rehabilitation, and construction of infrastructure buildings, structures, or other real property at competitively solicited prices. Awarded Contractors will perform an ongoing series of individual projects for Participating Public Agencies at different locations primarily within a designated Geographic Region.

While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Job Order Contracting Products and Services purchased under the Master Agreement through OMNIA Partners is approximately \$50M. This projection is based on the current annual volumes among the Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

By submitting a proposal, Proposers understand and agree to participate in the OMNIA Partners program. More information about OMNIA Partners is included in (Section 3 Attachment A). The questions in Section 3, Attachment A are for informational purposes as they have additionally been incorporated into Section 2 Submittal Requirements and Forms. Responses to the questionnaires, located in Section 2, should highlight experience, demonstrate a strong presence in the market, describe how Supplier will educate its sales force and staff about the Master Agreement, describe how products and services will be distributed to Participating Public Agencies, include a plan for marketing the products and services across the state, and describe how volume will be tracked and reported to The Gordian Group; it is understood that Proposers will be of varying sizes and capacities all Contractors are encouraged to submit.

Proposers are to provide a response to the OMNIA Partners program. More information about OMNIA Partners is included in (Section 3 Exhibit A). The questions in Section 3, Exhibit A are for informational purposes. Responses to the questionnaires, located in Section 2 Submittal Requirements and Forms, should highlight experience, demonstrate a strong presence in the market, describe how Proposer will educate its sales force and staff about the Master Agreement, describe how products and services will be distributed to Participating Public Agencies, include a plan for marketing the products and services across the state of Michigan, and describe how volume will be tracked and reported to Gordian.

5. BACKGROUND

Rochester Hills is a city in Oakland County in state of Michigan. As of the 2020 census, the city had a total population of 76,300. It is the 14th-largest city in Michigan. Rochester Hills, Michigan is 23 miles N of Detroit, Michigan. Rochester Hills is an affluent suburb of the Metro Detroit area. The residents are primarily professional and skilled workers. The northwestern portion of the town features luxurious homes and communities. A large number of business executives working in Detroit as well as professional athletes reside in this section of town. Rochester Hills is home to numerous corporate headquarters from a variety of industries including electronic research, plastic injection molding, structural engineering, tool and die, distribution and computer technology.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education, and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education, and the private sector. With corporate, pricing and sales commitments from the Contractor, OMNIA Partners provides marketing and administrative support for the Contractor that directly promotes the Contractor's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Contractor benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Contractor's need to respond to additional competitive solicitations. As such, the Contractor must be able to accommodate a statewide demand for services, dependent on the regions the Contractor submits for, and to fulfill obligations as a statewide Contractor and respond to the OMNIA Partners documents (incorporated into Section 2 with additional details in Section 3 Exhibit A).

6. JOB ORDER CONTRACTING OVERVIEW

JOC is a competitively solicited indefinite quantity construction contract awarded to contractors to accomplish construction, repair, alteration, modernization, rehabilitation, and construction of

infrastructure, buildings, structures, or other real property. The Estimated Annual Value is based on the anticipated estimated annual use and the contract term is three (3) years with two (2) bilateral one (1) year options for a total of five (5) years. The RFP Documents include a Construction Task Catalog (CTC) containing repair and construction Tasks with preset Unit Prices. All Unit Prices are based on local labor, material, and equipment prices for the direct cost of construction. Once contracts are awarded, the City and OMNIA Partners Participating Public Agencies will order Work from CTC's by issuing a Purchase Order against the contract.

The City of Rochester Hills is using Gordian's cooperative contract for Job Order Contracting Services, available through the OMNIA Partners portfolio, to implement this program. The system includes Gordian's proprietary eziQC, eGordian, and Bid Safe IQCC applications (IQCC Applications) and construction cost data (Construction Task Catalog), which will be used by the Contractor to prepare and submit Cost Proposals, subcontractor lists, and other requirements specified by The City and OMNIA Partners Participating Public Agencies. The Contractor's use, in whole or in part, of Gordian's IQCC Applications and Construction Task Catalog and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for The City and Participating Public Agencies are strictly prohibited unless otherwise stated in writing by Gordian.

Proposers will offer price adjustments (Adjustment Factors) to be applied to the CTC Unit Prices. The Adjustment Factors represent either an increase to (such as 1.1000) or a decrease from (such as 0.9800) the preset Unit Prices. The amount to be paid for the Work ordered will be determined by multiplying the preset Unit Prices by the appropriate quantities and by the appropriate Adjustment Factor. The CTC and the Proposer's Adjustment Factors will be incorporated into the awarded contract.

Under JOC, the Contractor furnishes management, labor, materials, equipment, and incidental design support needed to perform the Work.

7. PROJECT DELIVERY ORDER PROCEDURES

As Projects are identified, the Contractor will jointly scope the Work with the Participating Public Agency. The agency will prepare a Detailed Scope of Work and issue a Request for Proposals to the Contractor. The Contractor will then prepare a Proposal Package for the Project including a Cost Proposal, Schedule, list of identified subcontractors, and other requested documentation such as cut sheets for materials. If the Proposal Package is found to be reasonable, the agency will issue a Purchase Order. The Purchase Order will reference the Detailed Scope of Work and set forth the Purchase Order Completion Time, and the Purchase Order Price. The Contractor must perform the Detailed Scope of Work within the Purchase Order Completion Time for the Purchase Order Price. Extra Work, credits, and deletions will be contained in Supplemental Purchase Orders calculated in the same manner.

The Participating Public Agency (or the Participating Public Agency Designated Representative), with the assistance of Gordian, will identify Projects and develop a draft scope of the work. The Contractor and Gordian will then assist the Participating Public Agency in developing a final scope of work. The Participating Public Agency will then issue a Detailed Scope of Work and a Request for Proposals to the Contractor. The Participating Public Agency (or the Participating Public Agency Designated Representative), with the assistance of Gordian, will identify Projects and develop a draft scope of the work. The Contractor and Gordian will then assist the Participating Public Agency in developing a final scope of work. The Participating Public Agency will then issue a Detailed Scope of Work and a Request

for Proposals to the Contractor. The Contractor will then utilize Gordian's JOC System to prepare a Cost Proposal for the Purchase Order including a Schedule, list of identified subcontractors, and other requested documentation such as cut sheets for materials. Gordian will assist the Participating Public Agency with Cost Proposal review, and if the Cost Proposal is found to be reasonable, the Participating Public Agency will issue a Purchase Order to Contractor. The Purchase Order will reference the Detailed Scope of Work and set forth the Purchase Order Completion Time, and the Purchase Order Price. The Contractor will perform the Detailed Scope of Work within the Purchase Order Completion Time for the Purchase Order Price. Extra Work, credits, and deletions will be contained in Supplemental Purchase Orders calculated in the same manner.

8. SCOPE OF SERVICES

The purpose of this document is to ultimately enter into a contract with one or more qualified contractors to provide Job Order Contracting Services for the City of Rochester Hills and Cooperative Program for the State of Michigan.

The submission of a proposal hereunder shall be considered evidence that the contractor is satisfied with respect to the conditions to be encountered, and the character, quantity, and quality of the work to be performed.

Contractors' employees shall be properly trained in operating the specific equipment used by the contractor. Upon request, the contractor shall provide a copy of their written safety program for review by the City.

Awarded contractor will also be required to attend an on-boarding meeting at the beginning of the contract to review the City's goals, procedures, and policies of the contract.

No contract is automatically renewed at the end of any contract term.

The City requests written proposals from Contractors to provide Job Order Contracting Services for the City of Rochester Hills and Cooperative Program for the State of Michigan.

Proposals for Job Order Contracting Services For the City of Rochester Hills may be submitted for the following categories:

- General Construction
- Mechanical, Electrical, and Plumbing

Proposals for Cooperative Job Order Contracting Program for Public Agencies in Michigan may be submitted for the following categories:

- General Construction
- Mechanical, Electrical, and Plumbing
- Civil/Site Construction

General Construction Category: The scope of work for the General Construction category may include the renovation of existing facilities or the construction of new additions to existing facilities. Proposers are encouraged to respond for all or specific individual trades within the umbrella of the General

Construction category. The City intends on acquiring multiple service providers in the various subcategories under the General Construction category as detailed below:

- General Construction
- Mitigation / Demolition Contractors
- Flooring Contractors
- Painting Contractors
- Landscaping Contractors

Mechanical, Electrical, Plumbing Category (MEP): The scope of work for the MEP contract may include the inspection and evaluation, assessing, of existing plumbing, mechanical, and electrical systems, such as: low voltage, lighting, fire suppression, water supply, HVAC distribution and return, sewer infrastructure, natural and liquid propane gas distribution systems, and related equipment. The scope of work may include work on existing systems or the demolition of existing systems and installation of new systems. Proposers are encouraged to respond for all or specific individual trades within the umbrella of the MEP category. The City intends on acquiring multiple service providers in the various subcategories under the MEP category as detailed below:

- Mechanical Contractors
- Electrical Contractors
- Plumbing Contractors

Civil/Site Construction Category: (OMNIA Partners' Participating Agencies only) The scope of work for the Civil/Site contract may include the inspection and evaluation, assessing, of existing facilities and job sites. The scope of work may include work on existing facilities and new projects and site locations. Proposers are encouraged to respond to for all specific categories within the umbrella of the Civil/Site Construction. The City intends on acquiring multiple service providers in the various subcategories under the Civil/Site Construction category as detailed below:

- Asphalt/Paving Contractors
- Concrete Contractors
- Earthwork Contractors
- Water Sewer Underground Infrastructure

9. CITY OF ROCHESTER HILLS SITE LOCATIONS

Locations for work to be performed for the City of Rochester Hills is identified but limited to the following:

- City Hall, 1000 Rochester Hills Drive, Rochester Hills, MI 48309
- Adams Lift Station, 1163 N. Adams Road, Rochester Hills, MI 48306
- Avondale Park, 3400 Bathurst Avenue, Rochester Hills, MI 48309
- Bloomer Park, 315 John R. Road, Rochester Hills, MI 48307
- Bloomer Park Stone Shelter, 345 John R. Road, Rochester Hills, MI 48307

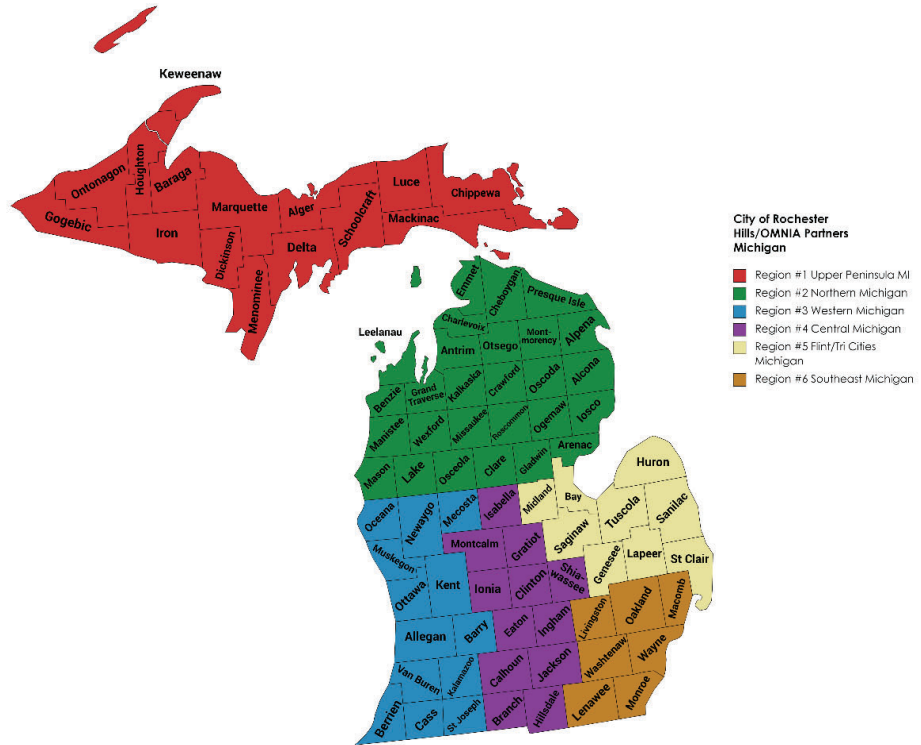
Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for Public Agencies in Michigan

- Bloomer Park Hilltop Shelter, 315 John R. Road, Rochester Hills, MI 48307
- Bloomer Park Office, 110 John R. Road, Rochester Hills, MI 48307
- Bloomer Park Pinegrove Shelter, 305 John R. Road, Rochester Hills, MI 48307
- Borden Park, 1400 E. Hamlin Road, Rochester Hills, MI 48307
- Borden Park Office, 1400 E. Hamlin Road, Rochester Hills, MI 48307
- Borden Park Maintenance Building, 1300 E. Hamlin Road, Rochester Hills, MI 48307
- Borden Park Concessions, 1100 E. Hamlin Road, Rochester Hills, MI 48307
- Brooklands Plaza (Splash Pad), 1585 E. Auburn Road, Rochester Hills, MI 48307
- Clinton River Watershed Council Building, 1115 W. Avon Road, Rochester Hills, MI 48309
- DPS Garage, 511 E. Auburn Road, Rochester Hills, MI 48307
- Fire Station #1, 1111 Horizon Court, Rochester Hills, MI 48309
- Fire Station #2, 1251 E. Auburn Road, Rochester Hills, MI 48307
- Fire Station #3, 2137 W. Auburn Road, Rochester Hills, MI 48309
- Fire Station #4, 2723 Walton Blvd, Rochester Hills, MI 48309
- Fire Station #5, 251 E. Tienken Road, Rochester Hills, MI 48306
- Grant Lift Station, 3494 Grand Road, Rochester Hills, MI 48309
- Helen V. Allen Park, 1602 School Road, Rochester Hills, MI 48307
- Innovation Hills, 2800 W. Hamlin Road, Rochester Hills, MI 48309
- Innovation Hills Ranger Station, 2840 W. Hamlin Road, Rochester Hills, MI 48309
- Michelson Lift Station, 659 Michelson Road, Rochester Hills, MI 48307
- Nowicki Park, East side of Adams and South of Tienken Road, Rochester Hills, MI 48309
- Oakland County Sheriff's Substation (OCSO), 750 Barclay Circle, Rochester Hills, MI 48307
- Rochester Hills Museum at Van Hoosen Farm, 1005 Van Hoosen Road, Rochester MI 48306
- Museum - Van Hoosen Calf Barn, 1005 Van Hoosen Road, Rochester, MI 48306
- Museum - Van Hoosen Dairy Barn, 1005 Van Hoosen Road, Rochester, MI 48306
- Museum - Van Hoosen Farm House, 950 Romeo Road, Rochester, MI 48306
- Museum - Van Hoosen Red House, 1009 Van Hoosen Road, Rochester, MI 48306
- Museum - Van Hoosen Schoolhouse, 1051 Washington Road, Rochester, MI 48306
- School Road Lift Station, 1999 School Road, Rochester Hills, MI 48307
- Spencer Park, 3701 John R. Road, Rochester Hills, MI 48307
- Spencer Park Beach House, 3701 John R. Road, Rochester Hills, MI 48307
- Spencer Park Boat House, 3701 John R. Road, Rochester Hills, MI 48307

Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for Public Agencies in Michigan

- Van Hoosen Jones Stoney Creek Cemetery, 570 E. Tienken Road, Rochester, MI 48306
- Veterans Memorial Pointe, 1015 S. Livernois Road, Rochester Hills, MI 48307
- Wabash Park, 100 Wabash Road, Rochester Hills, MI 48307

10. MAP OF GEOGRAPHICAL REGIONS FOR OMNIA PARTNERS STATE OF MICHIGAN COOPERATIVE JOC PROGRAM



County Listings by Geographical Region

Region 1 Upper Peninsula MI

| | | | |
|-----------|-----------|-------------|-----------|
| Alger | Baraga | Chippewa | Delta |
| Dickinson | Gogebic | Houghton | Iron |
| Keweenaw | Luce | Mackinac | Marquette |
| Menominee | Ontonagon | Schoolcraft | |

Region 2 Northern Michigan

| | | | |
|--------------|------------|-----------|----------------|
| Alcona | Alpena | Antrim | Arenac |
| Benzie | Charlevoix | Cheboygan | Clare |
| Crawford | Emmet | Gladwin | Grand Traverse |
| Iosco | Kalkaska | Lake | Leelanau |
| Manistee | Mason | Missaukee | Montmorency |
| Ogemaw | Osceola | Oscoda | Otsego |
| Presque Isle | Roscommon | Wexford | |

Region 3 Western Michigan

| | | | |
|-----------|--------|---------|------------|
| Allegan | Barry | Berrien | Cass |
| Kalamazoo | Kent | Mecosta | Muskegon |
| Newaygo | Oceana | Ottawa | St. Joseph |
| Van Buren | | | |

Region 4 Central Michigan

| | | | |
|----------|----------|-----------|------------|
| Eaton | Branch | Calhoun | Shiawassee |
| Ionia | Gratiot | Hillsdale | Clinton |
| Montcalm | Isabella | Jackson | Ingham |

Region 5 Flint/Tri Cities Michigan

| | | |
|---------|---------|-----------|
| Midland | Saginaw | Genesee |
| Bay | Tuscola | Lapeer |
| Huron | Sanilac | St. Clair |

Region 6 Southeast Michigan

| | | |
|------------|---------|--------|
| Livingston | Oakland | Macomb |
| Washtenaw | Wayne | Monroe |
| Lenawee | | |

11. SELECTION PROCESS

This document is a Request for Proposals. It differs from a Request for Bid/Quotation in that the City is seeking a solution as described herein, not a bid/quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. Competitive sealed proposals will be evaluated based upon criteria formulated around the most important features of the equipment/service, of which qualifications, experience, capacity and methodology may be overriding factors, and price may not be the determinative factor in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor's approach meets the desired requirements and needs of the City. The criteria that will be used and considered in evaluation for award are set forth in this document. The City will thoroughly review all proposals received. The City of Rochester Hills reserves the right to select, and subsequently recommend for award, the proposed services which best meets its required needs, quality levels and budget constraints.

The City of Rochester Hills reserves the right to interview any number of qualifying firms as part of the evaluation process. The decision of which firm(s) to contact, if any, will be based on the evaluation criteria set forth herein, as determined in the evaluation process. Meetings with shortlisted proposers may be requested to provide additional information and criteria upon which the City will base its selection decision.

The City of Rochester Hills is not required to accept the lowest proposal in all or in part. The proposal award will not be based solely upon cost, but will be evaluated based upon criteria formulated around the most important features of the services, of which qualifications, experience, comparable projects, methodology, turnaround time or capacity, may be overriding factors. The proposal evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the City.

When submitting a Proposal, proposers will use **Section 2: Proposal Forms and Checklist** to coordinate the minimum information that must be provided for proper evaluation. Proposals will be evaluated and ranked. The City of Rochester Hills reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more firms. The proposer selected for the award will be chosen on the basis of the apparent greatest benefit to the City, including, but not limited to the following:

1. **Management Plan and Technical Organizational Capabilities - Weighted Value 25 Points:**
These Criteria will be used to evaluate the proposed management plan to perform the work required by this Contract and the Contractor's organizational capability including company history, client satisfaction, safety, compliance with local laws and regulations.
2. **Key Personal Assigned to the Contract, Weighted Value 25 points:**
These criteria will be used to evaluate the experience of the proposed Key Personnel on projects of a similar scope and nature concerning type of work that may be procured under this Contract.
3. **Comparable Construction and Past Job Order Contracting/Indefinite Delivery Indefinite Quantity Contract Experience, Weighted Value 25 Points:**
These criteria will be used to evaluate experience of the contractor on projects of a similar scope and nature concerning the Contract they are proposing, the criteria will also be used to evaluate

previous experience Indefinite Quantity Contract experience such as, but not limited to, IDIQ, IQC, JOC, WOC, DOC, SABER.

4. Additional Required Proposal Forms, No Weighted Value (Non-Scored):

5. Cost Proposal Pricing, Weighted Value 25 Point:

Proposers must complete and submit separate Cost Proposal Forms for each individual contract and geographic region they are proposing.

| Evaluation Criteria Matrix | Maximum Possible Points |
|--|--------------------------------|
| Management Plan and Technical Organizational Capabilities | 25 |
| Key Personal Assigned to the Contract | 25 |
| Comparable And Past JOC/IDIQ Construction Experience | 25 |
| Additional Required Proposal Forms | 0 |
| Cost Proposal Pricing | 25 |
| Combined Total | 100 |

A purchase order/contract will be awarded to a qualified vendor submitting the best proposal. The City of Rochester Hills reserves the right to select, and subsequently recommend for award, the proposed equipment/services which best meets its required needs, quality levels and budget constraints.

Proposers should note that the Request for Proposals (RFP) is considered to be under evaluation from the Opening Date until contract award. The contracting officer is restricted from giving any information relative to the “progress” of the evaluation during this time, except as described in other areas of this RFP and as required to administer the evaluation process. When an award is made a notice will be posted on the MITN website.

12. PROPOSAL PRICING CONSTRUCTION TASK CATALOG(S) (CTC) AND ADJUSTMENT FACTORS

Construction Task Catalog (CTC): A comprehensive listing of specific construction related Tasks, together with a specific unit of measurement and a Unit Price. CTC’s and Technical Specifications have been created for The City of Rochester Hills JOC Program as well as OMNIA Partners State of Michigan Cooperative JOC Program. Multiple CTC have been created for regions as identified above in Article 10: MAP OF GEOGRAPHICAL REGIONS FOR OMNIA PARTNERS STATE OF MICHIGAN COOPERATIVE JOB ORDER CONTRACTING PROGRAM.

Links to the **Job Order Contracting Services For the City of Rochester Hills** CTC and Technical Specifications can be found below:

City of Rochester Hills CTC: <https://fortive.box.com/s/rtxrdntx9ere4h3xmtuk7b6oidwn5r80>

City of Rochester Hills Technical Specifications: <https://fortive.box.com/s/di9ldjsiujz43o4sjacxr8mjhr673yjt>

Links to **Cooperative Job Order Contracting Program for Public Agencies in Michigan** CTC(s) and Technical Specifications can be found below:

Region 1 Upper Peninsula Michigan: <https://fortive.box.com/s/hp092xgbh38k7gualk1s24vlx7i7pxgi>

Region 2 Northern Michigan: <https://fortive.box.com/s/3pm79cx8k93n9v9d0pa3o78bn43fw1oa>

Region 3 Western Michigan: <https://fortive.box.com/s/3uglnxg9vwxu8dzml7dqaxa6s4l2lxq6>

Region 4 Central Michigan: <https://fortive.box.com/s/gfixjgbbtu7788m5mq3v6qsf8sc8o7q3>

Region 5 Flint/Tri Cities Michigan: <https://fortive.box.com/s/ay3p3gy5a425urxj4be4zoxnf69xh29e>

Region 6 Southeast Michigan: <https://fortive.box.com/s/vffdy9sawmacsnqz9a7pax28l0w1sde6>

Technical Specifications: <https://fortive.box.com/s/g3yzx7cov4jzbnbjsi6p3c54zhyocpzb>

Adjustment Factors: Each Proposer must submit Five (5) Adjustment Factors to be applied to every task in the CTC. The proposal shall be an adjustment “decrease from” (e.g. 0.9800) or “increase to” (e.g. 1.1000) the Unit Prices listed in the CTC.

The Proposer’s Adjustment Factors shall include all of the Proposer’s direct and indirect costs including, but not limited to, its costs for overhead, profit, bond premiums above the reimbursable amount, insurance, mobilization, Purchase Order Proposal development, and all contingencies in connection therewith. See pages 00-1 – 00-6 of the CTC for a complete explanation of what is included in the Unit Prices and what is not.

Adjustment factors for Job Order Contracting Services For the City of Rochester Hills:

The first Adjustment Factor is to be applied to Work to be accomplished during Normal Working Hours and are performed on projects that do not require prevailing wage rates.

The second Adjustment Factor is to be applied to Work to be accomplished during Other Than Normal Working Hours and are performed on projects that do not require prevailing wage rates.

The third Adjustment Factor is to be applied to Work to be accomplished during Normal Working Hours and performed on Projects that do require prevailing wage rates.

The fourth Adjustment Factor is to be applied to Work to be accomplished during Other Than Normal Working Hours and performed on Projects that do require prevailing wage rates.

The fifth Adjustment Factor is for work tasks not identified in the Construction Task Catalog. IDIQ includes a provision for establishing of prices for Work requirements which are within the general scope of IDIQ but were not included in the CTC at the time of Contract award, Section Three, Article 3 Procedure for Ordering Work - Non-Pre Tasks. These Tasks are referred to as "Non Pre-priced Tasks (NPP)". NPP Tasks may require new specifications and drawings and may subsequently be

incorporated into the CTC. The Proposers will offer an Adjustment Factor to be applied to the actual material, equipment, and labor cost for NPP work Tasks.

Adjustment Factors must be specified to the fourth decimal place. For example:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 1 | 0 | 0 | 0 |
|---|---|---|---|---|---|

Or

| | | | | | |
|---|---|---|---|---|---|
| 0 | . | 9 | 8 | 0 | 0 |
|---|---|---|---|---|---|

Note: The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors. A JOC System License Fee of 1% shall be included in the City of Rochester Adjustment Factors see Article 13 below.

Special Offers/Promotions

In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, Contractor may conduct sales promotions involving price reductions for a specified lesser period. Contractor may offer Participating Agencies competitive pricing which is lower than the not-to-exceed price set forth herein at any time during the Contract term and such lower pricing shall not be applied as a global price reduction under the Contract.

For proposal evaluation purposes only, the following weighting of the Adjustment factors will be used to determine the Combined Adjustment Factor:

| City of Rochester Hills Adjustment Factors | Weight |
|--|--------|
| Normal Working Hours Non-Prevailing Wage Projects | 60% |
| Other than Normal Working Hours Non-Prevailing Wage Projects | 15% |
| Normal Working Hours Prevailing Wage Projects | 15% |
| Other than Normal Working Hours Prevailing Wage Projects | 5% |
| Non-Pre-Priced Adjustment Factor: | 5% |

Adjustment factors for OMNIA Partners State of Michigan Cooperative Job Order Contracting:

The first Adjustment Factor is to be applied to Work to be accomplished during Normal Working Hours and are performed on projects that do not require prevailing wage rates.

The second Adjustment Factor is to be applied to Work to be accomplished during Other Than Normal Working Hours and are performed on projects that do not require prevailing wage rates.

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The third Adjustment Factor is to be applied to Work to be accomplished during Normal Working Hours and performed on Projects that do require prevailing wage rates.

The fourth Adjustment Factor is to be applied to Work to be accomplished during Other Than Normal Working Hours and performed on Projects that do require prevailing wage rates.

The fifth Adjustment Factor is for work tasks not identified in the Construction Task Catalog. IDIQ includes a provision for establishing of prices for Work requirements which are within the general scope of IDIQ but were not included in the CTC at the time of Contract award, Section Three, Article 3 Procedure for Ordering Work - Non-Pre Tasks. These Tasks are referred to as "Non Pre-priced Tasks (NPP)". NPP Tasks may require new specifications and drawings and may subsequently be incorporated into the CTC. The Proposers will offer an Adjustment Factor to be applied to the actual material, equipment, and labor cost for NPP work Tasks.

Adjustment Factors must be specified to the fourth decimal place. For example:

| | | | | | |
|---|---|---|---|---|---|
| 1 | . | 1 | 0 | 0 | 0 |
|---|---|---|---|---|---|

Or

| | | | | | |
|---|---|---|---|---|---|
| 0 | . | 9 | 8 | 0 | 0 |
|---|---|---|---|---|---|

Note: The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors. An Administrative Fee for the OMNIA Partners State of Michigan Cooperative Job Order Contracting Program of 7.5% shall be included in the Adjustment Factors see Article 14 below.

For proposal evaluation purposes only, the following weighting of the Adjustment factors will be used to determine the Combined Adjustment Factor:

| Cooperative Program Adjustment Factors | Weight |
|--|--------|
| Normal Working Hours Non-Prevailing Wage Projects | 15% |
| Other than Normal Working Hours Non-Prevailing Wage Projects | 10% |
| Normal Working Hours Prevailing Wage Projects | 60% |
| Other than Normal Working Hours Prevailing Wage Projects | 10% |
| Non-Pre-Priced Adjustment Factor: | 5% |

13. JOC SYSTEM LICENSE FEE (JOC SERVICES FOR THE CITY OF ROCHESTER HILLS)

The City selected The Gordian Group’s (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian’s proprietary JOC Software and JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the Agency. The Contractor shall be required to execute Gordian’s General Terms of Use and pay a JOC System License Fee to obtain access to the Gordian JOC Solution™. The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms of the JOC services for the City of Rochester Hills Contract. The JOC System License Fee shall be equal to 1% of the Job Order Price. The Contractor shall include a JOC System License Fee in the Adjustment Factors.

- Within two business days of receipt of a Purchase Order from the City, the Contractor must provide notification to Gordian by forwarding a copy of the Purchase Order to Gordian.
- Within two business days of receiving initial payment from the City, the Contractor must provide notification to Gordian of the initial payment by forwarding a copy of the submitted invoice to Gordian.

The Contractor shall include the JOC System License Fee in the initial payment application to the City.

Upon the Contractor’s receipt of the initial payment from the City, Gordian will invoice the Contractor for the JOC System License Fee. Contractor shall remit payment to Gordian within thirty (30) days of the date of the invoice. Any amounts arising in relation to money not paid when due will be subject to a late charge of (1.5%) per month on the unpaid balance or the maximum rate allowed by law, whichever is less.

Contractor shall remit the JOC System License Fee to Gordian at the following address:

Remit Payment To:

**The Gordian Group, Inc.
PO Box 74008498
Chicago, IL 60674-8498**

14. ADMINISTRATIVE FEE (COOPERATIVE JOC PROGRAM FOR PUBLIC AGENCIES IN MICHIGAN)

The City selected The Gordian Group’s (Gordian) Job Order Contracting (JOC) Solution for the OMNIA Partners State of Michigan Cooperative Job Order Contracting Program for purchase of construction by public entities (“Entities”) other than the City. The Gordian JOC Solution™ includes Gordian’s proprietary JOC Software and JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by an agency. The Contractor shall be required to pay an Administrative Fee to obtain access to the Gordian JOC Solution™. The administrative fee applies to all Job Orders issued to the Contractor under the terms of the Cooperative JOC Program for Public Agencies in Michigan Contract.

The Contractor must include an Administrative Fee in calculating the responding Adjustment Factors for the Cooperative Job Order Contracting Program for Public Agencies in Michigan. The Administrative Fee will be calculated at the rate of 7.50% of the total Purchase Order Price.

If the Contract is utilized by Entities, the Contractor agrees to pay Gordian a 7.50% administrative fee. Unless otherwise agreed with Gordian, Contractor shall make progress payments for the administrative fee in proportion to the percentage of construction completed to be invoiced at milestones reasonably established by Gordian. Contractor shall pay all Gordian invoices within thirty (30) days of date of invoice and payment will be sent as specified by Gordian. License Fees not paid by the specified deadline shall bear an interest rate of 1.5% per month until paid.

The Contractor shall keep Gordian reasonably informed of the construction status of each active construction project, which shall include responding to Gordian inquiries regarding construction status within 5 days. Additionally, the Contractor shall:

- Within two business days of receipt of a Purchase Order from an Agency, the Contractor must provide notification to Gordian by forwarding a copy of the Purchase Order to Gordian.
- Within two business days of receiving initial payment from an Agency, the Contractor must provide notification to Gordian of the initial payment by forwarding a copy of the submitted invoice to Gordian.

The City and OMNIA Partners designate Gordian as its contract administrator. The Administrative Fee payments must be made payable to The Gordian Group and sent to the following address:

**The Gordian Group, Inc.
PO Box 74008498
Chicago, IL 60674-8498**

The City, OMNIA Partners or Gordian may request records from the Contractor for all purchases through this Contract and payment of all Administrative Fees. If a discrepancy exists between the purchasing activity and the Administrative Fees paid, The City, OMNIA Partners or Gordian will provide written notification to the Contractor of the discrepancy and allow the Contractor ten (10) days from the date of notification to resolve the discrepancy. In the event the Contractor does not resolve the discrepancy to the satisfaction of The City, OMNIA Partners or Gordian, reserve the right to engage a third party to conduct an independent audit of the Contractor's records and, in the event Contractor is not in compliance with this Contract, Contractor will, in addition to any Administrative Fees due, reimburse the appropriate party for the cost and expense related to such audit.

The City, OMNIA Partners, and Contractor hereby acknowledge Gordian, as the designated contract administrator. In the event any court action is brought to enforce payment of the Administrative Fees set forth above by any party or third-party beneficiary of this Contract, the prevailing party will be entitled to an award of reasonable attorneys' fees and collection costs.

15. UNBALANCING OF PROPOSALS

A Proposal may be removed from consideration if it is determined that the Proposer has mathematically unbalanced their Proposal to gain a competitive advantage. The Proposal will be considered to be unbalanced if any Adjustment Factor is found to not cover the contractor’s reasonable actual cost. Those costs would include a reasonable prorated share of their anticipated profit, overhead cost, and other indirect costs that the Proposer anticipates for the performance of the work as determined by The City’s Proposal Review Team.

16. COMPETITIVE RANGE

If a wide margin is found in the Adjustment Factors submitted in response to the solicitation; being too high or too low, then the Proposal Review Team may establish a Competitive Range for the solicitation. If it is determined that a Proposer’s Combined Adjustment Factor is too far outside the Competitive Range, then the Proposer can be removed from consideration. The Proposer shall be notified that they were determined to be outside the Competitive Range after award of the contracts.

17. PRE-PROPOSAL CONFERENCE

A non-mandatory virtual-only pre-proposal conference will be held via Zoom Virtual Conference. To register for the meeting please see information and link below:

Virtual Prebid Meeting

Thursday July 27, 2023 @ 10:00AM Eastern Time

Link to Register: [https://gordian.zoom.us/meeting/register/tZYvc-mhpzsoGtT9amN0v_T-jUEh34Guxb](https://gordian.zoom.us/j/91234567890)

Attendance at this pre-proposal conference is NON-MANDATORY but recommended in order for all potential Bidders to receive the benefit of answers to their and other’s proposal questions firsthand. If you are not the prime Bidder but are attending on behalf of someone else, please make note of this when signing the attendance roster where indicated. Additions or changes to the original bid documents resulting from this conference of a material nature will be documented in the form of written addenda and distributed to all attendees.

18. QUESTIONS

All correspondence or inquiries from interested firms regarding this proposal shall be directed to the attention of Keri J. Bright, CPPB, Procurement Analyst, City of Rochester Hills, 1000 Rochester Hills Dr., Rochester Hills, Michigan 48309, email to: brightk@rochesterhills.org, telephone: 248.841.2538. All inquiries shall be made in writing by August 8, 2023 at 11:30 a.m., in order that a written response in the form of an addendum can be processed before the proposals are opened, if such information would be of significance to uninformed proposers.

19. BID PREPARATION COSTS

The costs to develop the bid proposal are entirely the responsibility of the Proposer and shall not be charged in any manner to The City. This includes, but is not limited to, the direct cost of the Proposer's personnel assigned to prepare the Proposer's response to this solicitation and any out-of-pocket expenses (including, but not limited to, travel, accommodation, supplies) incurred by the Proposer in preparing their proposal response.

20. FEDERAL FUNDING PRICING

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be used, pricing for federally funded projects should not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where a Participating Public Agency is eligible for federal funding, Supplier is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the CFR 200 language included in this solicitation and language located in the Federal Funds Certifications Exhibit.

21. ADDITIONAL TERMS AND CONDITIONS

Additional terms and Conditions to a purchase order may be proposed by The City, Participating Public Agencies, or Contractors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. The purpose of these additional terms and conditions is to formerly introduce job or industry specific requirements of law. Additional terms and conditions can include specific policy requirements and standard business practices of the issuing Participating Public Agency.

22. ORDER OF PRECEDENCE

The precedence of the contract documents shall be as follows:

- Purchase Order or Notice to Proceed which may include plans, drawings, additional terms and conditions, and supplemental technical specifications.
- **Section One:**
- **PART A – RFP Overview**
 - Instructions to Proposers
 - Purpose and Scope
 - Schedule of Activities
 - Links to Construction Task Catalogs (CTC) and Technical Specifications:
 - Construction Task Catalog (CTC) and Technical Specifications for JOC Services in the City of Rochester Hills
 - Construction Task Catalogs (CTC) and Technical Specifications for OMNIA Partners State of Michigan Cooperative Job Order Contracting Program
 - Region 1 Upper Peninsula MI Construction Task Catalog
 - Region 2 Northern MI Construction Task Catalog
 - Region 3 Western MI Construction Task Catalog

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- Region 4 Central MI Construction Task Catalog
- Region 5 Flint/Tri Cities MI Construction Task Catalog
- Region 6 Southeast MI Construction Task Catalog

- **PART B – Rochester Hills General Conditions**

- **Section Two:**

- **Proposal Forms and Check list**

- Technical Requirements
- Pricing Requirements

- **Section Three:**

- Job Order Contracting General Terms and Conditions
- Attachment A Requirement for Cooperative Contract
 - Exhibit A – Response for Piggyback Contract
 - Exhibit B – Master intergovernmental Cooperative Purchasing Agreement, Example
 - Exhibit C – Principal Procurement Agency Certificate, Example
 - Exhibit D – Advertising Compliance Requirement

23. VENDOR PROTEST

A vendor, who is aggrieved in connection with a solicitation or award of a contract / purchase order, may file a protest to the Procurement Manager.

The protest shall be submitted in writing within 10 business days after award or during the bid process, or when the aggrieved vendor knows or should have known of the factors giving rise to the bid protest.

The written formal protest must contain a minimum of the following:

- A specific identification of the statutory or regulatory provision(s) that the Purchasing staff member or department is alleged to have violated.
- A specific description of each act alleged to have violated the statutory or regulatory provision(s) identified above.
- A precise statement of the relevant facts that include timelines and all involved parties.
- An identification of the issue or issues that need to be resolved that support the protest.

The assigned Purchasing staff member shall:

- Contact the requesting department and inform them of the vendor protest.
- Gather information and prepare documentation for the Procurement Manager outlining the solicitation, evaluation, and award of the quote/bid/ proposal.
- A decision shall be made by the Procurement Manager to contact the City Attorney concerning the protest.
- Inform the requesting department on the progress and/or outcome of the vendor protest.

If the protest is not resolved by mutual agreement, the Procurement Manager shall promptly issue a decision in writing, stating the reasons for the action taken.

A copy of the decision shall be mailed or otherwise furnished immediately to the vendor and any other party intervening.

A decision shall be final and conclusive, unless fraudulent or Purchasing is directed by a Court decision.

All vendor protest documentation shall be filed with Purchasing in the bid file for reference.

PART B – City of Rochester Hills General Terms and Conditions

Request for Proposal

1. GENERAL CONDITIONS

No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City of Rochester Hills upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City of Rochester Hills.

Any deviation from the scope of work must be noted in the proposal.

Appropriate insurance coverage shall be maintained during the length of the contract. The successful proposer shall hold the City harmless and provide a signed Hold Harmless agreement, acceptable to the City, prior to the award of the contract.

All proposers are held to prices as proposed for 90 days or award, whichever comes first, except the successful proposer whose prices shall remain firm through contract expiration.

The response must follow the format outlined in this proposal. The proposal is to be completed in legible form, preferably typewritten.

It shall be the proposers' responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all proposers shall be bound by such changes or addenda. Addendums will be posted on the MITN system.

The City reserves the right to split or abstract any or all proposals and award multiple contracts for the same proposal, based on price, availability, and service when it best serves the City of Rochester Hills.

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

The City's acceptance of a proposal and approval of the award of a contract shall not constitute a formed contract, and the acceptance of a proposal and award of a contract shall be contingent and conditioned upon the parties' entry into and execution of a written agreement acceptable to the City.

Each proposer must provide a list of exceptions taken to this RFP. Any exceptions taken must be identified and explained in writing. An exception is defined as the proposer's inability to meet a mandatory requirement or exceed a requirement in the manner specified in the RFP. If the proposer provides an alternative solution when taking an exception to a requirement, the benefits of this alternative solution must be explained. The City reserves the right to accept or reject any exception; whichever is in the best interest of the City. Exclusive or concurrent negotiations may be conducted with qualified vendors for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Proposers shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing vendors.

In order to comprehensively evaluate the proposals received, the City may seek additional information or clarification from one or more of the proposers. The City reserves the right to make additional investigations as it deems necessary to establish the competence and financial stability of any vendor submitting a proposal. Experiences with the city and entities that evaluation committee members represent may be taken into consideration when evaluating qualifications and experience. The City also reserves the right to conduct interviews with some or all of the Proposers at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Proposer for the costs associated with the interview process.

Supplemental information may be attached.

No late submittals will be accepted.

No faxed proposals will be accepted.

2. INVOICE AND PAYMENT TERMS

Electronic transfer of funds is available and encouraged for payments on City contracts.

All invoices, packing lists and correspondence associated with a purchase should reference the purchase order number.

Invoices for services shall include the following:

- Purchase order number
- Individual site location
- Date of service
- Description of services performed must be identified
 - Inspection

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- Maintenance
- Repair
- Any combination of the above

Vendor shall be required to submit authentic, accurate and itemized invoices for all work completed. Appropriate documentation shall be submitted with invoices to provide sufficient information should a discrepancy be discovered.

Invoices shall be submitted to the City of Rochester Hills Accounting Division, preferably by email: accountspayable@rochesterhills.org or by mail to Accounts Payable, 1000 Rochester Hills Drive, Rochester Hills, MI 48309 Payments will be net thirty (30) days of the receipt and acceptance of merchandise or services rendered and properly completed invoice. Partial payments will be determined on individual written purchase orders issued for this procurement. Advanced payments will not be authorized.

Payment will be made after the merchandise and/or services have been:

- Received or completed in full
- Inspected and found to comply with all specifications and be free of damage or defect
- Properly invoiced.
- Checks will only be made payable to the company name as shown on the purchase order; the invoice must reflect this same company name as the “pay to.”
- Contractors cannot pick-up checks for services rendered.

3. TAXES

The City of Rochester Hills is exempt from all sales, excise and transportation taxes; do not include such taxes in the proposal figures. Any unit prices in the proposal shall be exclusive of all such taxes, and will be so construed. The City will furnish the successful vendor with a tax exemption certificate when requested.

4. PERMITS AND RELATED FEES

Awarded Contractor shall be responsible for all fees related to the execution of the Contract including but not limited to building and engineering permits, disposal permits, soil erosion permits, insurance, payment bonds, performance bonds, etc. as applicable to this project.

Proposer will be required to apply for all permits required. Building Permit fees for the City of Rochester Hills will be waived. At time of permit application Vendor will need to indicate that the permits are required for a City project. State and other permit issued by agencies not related to Rochester Hills shall be paid for by the contractor. See Article 19 in Section 3 Job Order Contracting General Terms and Conditions and Requirements for Cooperative Contract.

5. BONDS

Performance and payment bonds shall be required, satisfactory to the City executed by a surety company authorized to do business in the State of Michigan or otherwise secured in a manner

satisfactory to the City in an amount equal to 100% of the price specified in the proposal prior to execution of a contract. The Awarded Contractor shall be compensated for the cost of the bonds up to 2% of the Job Order Price through the Reimbursable Fee work task in the Construction Task Catalog®. The Contractor shall apply a 1.1000 Adjustment Factor to the Reimbursable Fee task in the Construction Task Catalog® rather than applying one of the Contractor's proposed Adjustment Factors.

6. INELIGIBILITY OF IRAN-LINKED BUSINESS

Under 2012 PA517, an Iran linked business, as defined therein, is not eligible to contract with the City and shall not submit a proposal.

7. FISCAL NON-APPROPRIATION CLAUSE

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the City.

8. BANKRUPTCY OR INSOLVENCY

In the event bankruptcy proceedings are commenced by or against the awarded Vendor or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, the City shall be entitled to terminate without further cost or liability. The City may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.

9. SAFETY DATA SHEETS

Vendor must provide Safety Data Sheets (SDS) for each chemical applied under these specifications.

10. MICHIGAN FREEDOM OF INFORMATION ACT (FOIA)

All costs incurred in the preparation and presentation of this proposal, in any way whatsoever, shall be wholly absorbed by the prospective firm. All supporting documentation shall become the property of the City of Rochester Hills unless requested otherwise at the time of submission. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under Section 13 of the Act, which are subject to disclosure under the Act. Therefore, confidentiality of information submitted in response to this Proposal is not assured.

11. WORKMANSHIP

The awarded vendor will ensure a timely completion of assignments. Each job assignment will be completed in a satisfactory condition. All work shall meet with the approval of the City's authorized representative, as conforming to the provisions and requirements of this contract. The Vendor will provide all necessary equipment; and competent, suitable and qualified personnel to perform the work required.

12. TERMINATION

The City of Rochester Hills reserves the right to terminate the contract without penalty upon thirty (30) days written notice due to poor performance or for reasons deemed to be in its best interest including convenience. A designated representative of the City of Rochester Hills will be solely responsible for determining acceptable performance levels. The City of Rochester Hills reserves the right to re-award the contract to the second most qualified proposal, re-solicit the contract or do whatever is deemed to be in its best interest.

13. ASSIGNMENT

This agreement shall be binding on the parties and their heirs, successors, and assigns. Neither party may assign, transfer, or subcontract its interests, in whole or in part, without first obtaining the written prior approval of the City of Rochester Hills before any consent is given, the successful vendor and its assignee shall bring current all monies owing to the City. No consent shall be given by the City unless the assignee agrees to be liable for any payment outstanding on this agreement at time of assignment.

14. SCHEDULING OF WORK

Vendor must, prior to any services, contact Facilities in advance at 248.656.4658; failure to contact Facilities may result in the unavailability of access to certain City properties.

It will be the Contractor's responsibility to perform work so as not to interfere with the normal operation of City business.

Contractors must present themselves to the City's representative each day that work is performed and indicate where the work is to be performed.

15. NO EXCLUSIVE CONTRACT ADDITIONAL SERVICES

Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

16. USE OF CITY PREMISES

The Contractor expressly undertakes at its own expense:

1. To stage materials, equipment and employee vehicles to ensure ingress/egress to the property, the City's occupancy and use of the premises by the public.
2. To take every precaution against injuries to persons or damages to property.
3. To comply with the regulations governing the use of premises which are occupied and to perform the Contract in such a manner as not to interrupt or interfere with the operations of the facility.
4. To store apparatus, materials, supplies and equipment in such orderly fashion as will not unduly interfere with City occupancy, use of premises by the public, the progress of contractor's Work or the Work of any subcontractors.
5. The City and the general public may utilize the facilities during the entire period of construction. It is essential that buildings and services be maintained throughout the construction period, with

minimum disturbance and disruption to the City's operations, emergency vehicles, staff and the public.

6. Welfare of facility's occupants and the general public shall be considered at all times, including safety, disturbance and environment. Contractor, subcontractors and all workmen shall be aware of these requirements and objectives.
7. The nature of this project is such that close coordination will be required of the Contractor with the City to assure that work on the site, access to and from the site and the general conduct of operations is maintained in a safe and efficient manner.
8. Contractor shall arrange with City to sequence construction and to make connections to utilities at such times that shall not interrupt utility services or unsatisfactory operations of the building.

17. CONTRACTORS SUPERINTENDANT

1. The Contractor shall provide the services of a competent superintendent from the beginning of the Work to the date of final completion of the Contract.
2. The Superintendent shall be at all times in charge of the Work, shall be provided with such assistance as is necessary to properly carry on the individual branches of the Work, and shall at all times maintain competent supervision of the Contractor's own Work and that of its subcontractors to insure compliance with the Contract requirements.
3. The Contractor shall provide a staff adequate to coordinate and expedite the Work properly.
4. The Contractor shall be solely responsible for all construction means, methods, techniques, sequence and procedures and for coordinating all portions of the Work under the Contract.
5. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs connected with the Work.

18. MEASUREMENTS, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

Before ordering material, preparing Shop Drawings, or doing any work, each Contractor shall perform field measurements to verify all dimensions, which may affect the Work. Test cores and/or sampling shall be restored to match the original conditions.

The Contractor shall also verify in-place materials to ensure new materials are adequate to meet Project requirements. Any discrepancies shall be brought to the attention of the City's Consultant for clarification before bids are submitted.

The Contractor assumes full responsibility for the accuracy of the field measurement figures, and for installation of appropriate materials. No allowance for additional compensation will be considered for discrepancies between dimensions on the Drawings and actual field dimensions, or due to the Contractor's failure to verify in-place materials.

Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Detailed Scope of Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Detailed Scope of

Work. Submittals which are not required by the Contract Documents may be returned by the without action.

The Contractor shall review for compliance with the Contract Documents, approve and submit Shop Drawings, Product Data, Samples and similar submittals required with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the City. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the without action.

By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Detailed Scope of Work and of the Contract Documents.

The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Participating Public Agency.

The Work shall be performed in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the City's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the City in writing of such deviation at the time of submittal and (1) the City has given written approval to the specific deviation as a minor change in the Work, or (2) a Supplemental Job Order or written notice has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Participating Public Agency 's approval thereof.

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the City on previous submittals. In the absence of such written notice the City's approval of a resubmission shall not apply to such revisions.

All costs for normal submittal information (shop drawings, cut sheets, performance information, installation or erection drawings, etc.) are to be considered included in the CTC line item costs. Any adjustment desired is to be incorporated into the contractor's Adjustment Factors.

The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Detailed Scope of Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Detailed Scope of Work, the City will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop

Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Project Manager. The City shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the City has specified to the Contractor all performance and design criteria that such services must satisfy. The Participating Public Agency will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Detailed Scope of Work. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Detailed Scope of Work.

19. CUTTING AND PATCHING

1. The Contractor shall do all cutting, fitting, or patching that may be required to make several parts of the Work come together properly.
2. Any cost caused by defective or ill-timed work shall be borne by the Contractor.
3. The Contractor shall not endanger any work by cutting or otherwise and shall not cut or alter the work of another contractor, except with the written consent of the City.

20. CLEANING

1. The Contractor shall at all times keep the City's premises and the adjoining premises, driveways and streets clean of rubbish caused by the Contractor's operations and at the completion of the work shall remove all the rubbish, tools, equipment, temporary work and surplus materials, from and about the premises, and shall leave the Work clean and ready for use.
2. If the Contractor does not attend to such cleaning immediately upon request, the City may cause such cleaning to be done by others and charge the cost of same to the Contractor. Proposer shall remove all rubbish and debris from City property and legally dispose of it.
3. At the completion of the work, the Proposer shall remove all equipment, surplus material, rubbish and debris, etc., from the premises. All surfaces involved in the Work shall be cleaned and made ready for use. Proposer shall remove all rubbish and debris from City property and legally dispose of it.
4. The Contractor shall clean up all rubbish from employee's lunches and breaks, including food wrappers, drink containers, bags, cups and other debris, immediately at the end of the lunch period or break. At no time shall such debris be left strewn about the site.
5. The Contractor will be responsible for all damage from fire, which originates in, or is propagated by, accumulations of rubbish or debris resulting from the Work.
6. In addition to all the above requirements, upon completion of the Work or of an individual section thereof, the Contractor, immediately prior to turning over the Work or completed portion thereof to the City, shall arrange for the proper and complete performance of the following:
 - a) Removal of paint, adhesive, primer or bitumen spillage or overspray, smeared caulking or sealing compounds and similar defects, from all finish surfaces including mechanical and electrical devices and equipment.

- b) Removal and replacement of caulking or sealant beads not properly adhering to substrate.
 - c) Removal of temporary coverings in applied floor finish areas and final, thorough broom or vacuum cleaning of all finished floors. If final broom cleaning does not, in the opinion of the City's Representative, provide a floor surface which is suitable for moving in of the City's equipment, scrub and polish or otherwise refinish areas as directed until acceptable to the City's Representative.
 - d) Restoration of previously finished surfaces damaged due to failure or removal of protective measures.
 - e) Cleaning by washing all soiled concrete walks where exposed.
7. The Contractor's employees shall at no time wear dirty work boots, gloves or clothing into the building, except as required in the case of an emergency. Contractor shall clean all stains resulting from dirty boots or clothing from the interior and exterior of the building.
8. All employees working at the job site will be required to wear appropriate clothing at all times and no music will be allowed to be played.

21. WATER FOR CONSTRUCTION

Water for construction or demolition will be available on the site.

22. DRINKING WATER AND SANITARY FACILITIES

The Contractor shall work with City Staff to arrange for use of drinking water and the City's sanitary facilities. Temporary sanitary facilities shall not be used on site without the approval of the City prior to site delivery.

23. PROGRESS MEETINGS

When directed by the City's Representative, meetings shall be held for the purpose of coordinating, expediting and reviewing the Work. The Contractor and subcontractors will be required to have qualified representatives at these meetings, empowered to make decisions concerning the Project.

24. WORK SCHEDULE

Before the signing of the Contract, a definite time schedule shall be agreed upon in general by all parties concerned, and within a reasonable time after the Contractor has been notified by the City of being awarded the Contract, they shall submit to the City a schedule of operations giving the dates that each part or branch of the Work will be started and completed.

25. LAYING OUT THE WORK

The Contractor shall lay out all work in accordance with existing ordinances, clearances and conditions and establish all equipment locations.

26. GLASS PROTECTION

The Contractor will be held responsible for all breakage or other damage to glass up to the time the Work is completed.

27. FIRE PREVENTION

Take all precautions to eliminate possible fire hazards at the site, including but not limited to enforcing the following requirements:

1. All combustible debris shall be removed from the building and storage areas on a daily basis, including empty paint, adhesive and primer containers, oily rags, bitumen mops, etc.
2. No bitumen heating kettles shall be allowed in the building, or within 50 feet of building exterior walls, except upon special arrangement with the City's Representative and with written authorization from City's Representative designating the exact location.
3. All tarpaulin or other covers for stored materials, openings in walls, etc. shall be flameproof.
4. Paints, thinners, adhesives, primers or other highly flammable materials shall be stored only in well-ventilated areas at ground level, unless otherwise approved by the City's Representative, and all mixing and preparation shall be restricted to such areas. All such materials shall be handled in accordance with safe practice and the requirements of authorities having jurisdiction, and in no case shall empty containers, or oily or paint soaked rags be left in the building at end of a shift.
5. No open fires on the site.
6. Insofar as possible, avoid storage of large quantities of flammable materials at the site.
7. Gasoline may not be stored in any building at any stage of construction.

28. SMOKING

There shall be no smoking in any area where flammable materials are being stored or used. The Contractor shall be responsible for the conduct of the Contractor's employees relative to this smoking restriction.

29. USE OF SYSTEM

The placing of work or any part thereof into use, even with the City's consent, shall not be construed as acceptance of the work by the City, nor shall it be construed to obligate the City in any way to accept improper work or defective materials.

30. STANDARD SPECIFICATIONS

1. Code Listing: Any reference to standards of any society, institute, association, or governmental agency, which is part of the Building Code in effect for this project shall comply with the edition date published in the referenced edition of the Building Code.

2. Non-code Listings: Any reference to standards of any society, institute, association, or governmental agency which is not part of the Building Code for this project shall be the edition in effect at the time of the due date of the proposal, except as otherwise specifically stated in this Project Manual.

31. PARKING

A limited number of parking spaces will be made available at City sites designated by the City's Representative. The Contractor shall be responsible for ensuring all personnel engaged in the project comply with the City's requirements.

32. ACCIDENT PREVENTION AND PROCEDURES

Promptly report in writing to the City's Representative all accidents which cause death, personnel injury or property damages, arising out of or in connection with the performance of the Work, whether on or adjacent to the site. Where death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to the City's Representative.

If any claim is made by anyone against the Contractor or any subcontractor on account of any accident, promptly report the facts in writing to the City's Representative giving full detail of the claim.

33. PROJECT SAFETY

Contractor shall assume full responsibility for complying with and enforcing all rules and regulations of all federal, state and municipal authorities having jurisdiction, as outlined in the General Conditions, including those of any Occupational Safety and Health Act.

1. The requirements outlined hereinafter are to be considered as minimal, and where the requirements of any of the above authorities having jurisdiction conflict with the requirements of this section, the maximum condition shall prevail.
2. Any items damaged due to failure to comply with these requirements shall be corrected or replaced, to the satisfaction of the City's Representative without cost to the City.
3. Assume full responsibility for enforcing compliance with any protective measures indicated in specific sections of the work.
4. Provide all barricades, night lanterns, guard rails and other safety measures at points of danger in accordance with the requirements of federal, state and municipal regulations.

34. FORM OF GUARENTEE

The Contractor shall provide to the City a minimum of 1-year warranty on the complete installation beginning from the date of acceptance by the City. Manufacturer's warranty shall be provided for newly installed materials and equipment beginning the date of acceptance by the City.

35. COMPLIANCE WITH CODE AND REGULATIONS

The entire work shall be carried out in full compliance with all applicable laws, codes, rules and regulations of all federal, state and municipal governments and authorities having jurisdiction. It shall be the duty of the Contractor to fully understand all such requirements and to ensure that such are fully and faithfully carried out. All permits and associated fees shall be the responsibility of the Contractor to apply for and pay for.

36. JOB CONDITIONS

The Contractor shall make provisions for secure storage of materials and equipment while at the project site. The City shall not be held responsible for any materials or equipment missing from the site or damaged by vandalism, nor shall the City be charged for replacement of any missing or damaged materials or equipment.

The City's Representative will coordinate site access with the Contractor to minimize any inconvenience to the City. This facility may be occupied and in use during this work. If necessary, the Contractor shall phase all work so site access is always available. The Contractor will provide and install all necessary temporary signage required.

Confine equipment, storage of materials, debris, and the operations and movement of workmen within limits established by the City's Representative.

Existing components and finishes damaged during this work shall be restored to original condition or shall be replaced with new materials as directed by the City.

Proceed with this work only when weather conditions will permit unrestricted use of materials and installation methods for the work being done. During periods of cold weather work, all mastics, primers and sealants must be stored warm, and must remain warm until immediately prior to usage.

The Contractor shall be responsible for laying out the work on site in conformance with the Project Documents and shall be responsible for any damage caused by reason of any inaccuracy on its part. Contractor shall take all field measurements necessary for the work and shall be responsible for their accuracy.

37. UTILITIES

Prior to any field work, a meeting shall be scheduled between the Contractor and the City's Representative. The purpose of this meeting is to locate all used and non-used utilities within the work area.

Do not interrupt existing utilities serving facilities occupied and used by the City, except when permitted in writing by the City's Representative and then only after acceptable temporary utility services have been provided.

Existing utility systems and service lines remaining, if damaged, shall be repaired at the Contractor's expense. If specified, relocation of existing utility systems and service lines to accommodate the completion of the project shall be accomplished in accordance with local codes and ordinances. Contractor shall contact utility companies for information pertaining to locations and construction of existing utility lines.

38. SAFETY AND PROTECTION

Provide site safety program and protection of the fire department facilities, and the general public. Federal and local laws and ordinances regulating health and safety measures shall be strictly observed. All demolition and site clearance is subject to all provisions of applicable local ordinances and regulations.

39. QUALITY CONTROL

Work will be checked as it progresses, but failure to detect any defective work or materials shall not in any way prevent later rejections when such defect is discovered, nor shall it obligate the City for final acceptance. The presence or absence of the City's Representative shall in no way relieve the Contractor of the responsibility to furnish materials and construction in full compliance with the plans and specifications.

40. EXAMINATION OF WORK SITES

Before submitting a proposal, each Vendor shall read the specifications and all other documents, if any. Each Vendor shall fully inform himself/herself prior to submitting a proposal as to existing conditions and limitations under which the work is to be performed, and shall include in his/her proposal sums to cover the cost of items necessary to perform the work as set forth in the documents. No allowance will be made to a Vendor because of lack of examination or knowledge. The submission of a proposal will be considered as conclusive evidence that the Vendor has made such examination.

41. NON-DISCRIMINATION

Contracts for work under this proposal will obligate the firm or firms to not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The contractor and the City shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93 112, 87 Stat. 394, which require that no employee or client or otherwise qualified firm participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal Assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap or marital status be excluded from participation in, be denied the proceeds of or be subject to discrimination in the performance of this contract. The contractor shall comply with all applicable regulations promulgated pursuant to the Civil Rights Act of 1964, as amended.

42. POINTS NOT ADDRESSED

Vendors are encouraged to list any points not addressed in these specifications that they feel will improve or enhance this proposal.

43. INSURANCE REQUIREMENTS

The vendor shall not commence work until he has obtained and delivered to the City of Rochester Hills the certificate of insurance required under this paragraph. All insurance carriers must be acceptable to the City and licensed and admitted to do business in the State of Michigan. Certificate of Insurance and required endorsements shall be sent electronically to the City of Rochester Hills to the attention of the purchasing division at the following email address: purchasing@rochesterhills.org.

A new certificate of insurance shall be provided to the City each year at the time of policy renewal. Failure of the Vendor to maintain the required insurance shall be grounds for contract cancellation.

1. **Commercial General Liability Insurance:** The Vendor shall procure and maintain during the life of the blanket purchase order/contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
2. **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
3. **Umbrella Liability Insurance:** The Vendor shall procure and maintain during the life of this contract Umbrella Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence.
4. **Workers' Compensation Insurance:** The contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers' liability coverage, in accordance with all applicable statutes of the State of Michigan.
5. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating: *"It is understood and agreed that the following shall be Additional Insureds: the City of Rochester Hills, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess."*
6. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named to the left."

7. **Proof of Insurance Coverage:** The Contractor shall provide the City of Rochester Hills, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Rochester Hills at least ten (10) days prior to the expiration date.

44. HOLD HARMLESS

To the fullest extent permitted by law, Vendor agrees to defend, pay in behalf of, indemnify and hold harmless the City of Rochester Hills, its elected and appointed officials, employees and volunteers and others working in behalf of the City of Rochester Hills against any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Rochester Hills, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Rochester Hills by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the contract.

45. FORCE MAJEURE

Neither party to this contract shall be held responsible for delay or default caused by fire, riot, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, acts of God and/or war, national emergency making performance temporarily impossible or illegal, strikes and labor disputes, or the combined actions of workers in no way chargeable to the Contractor's control, fires, floods, freight embargoes or adverse weather conditions of unusual severity and excessive duration for the time of year, which is beyond that party's reasonable control. The City of Rochester Hills may terminate this contract after determining such a delay or default will reasonably prevent successful performance of the contract.

46. COVID-19 MANAGEMENT ADHERENCE

As a result of the COVID-19 pandemic, in the event of the issuance of any order by federal, state or local health authorities, which requires the suspension of any, or all activities for any time period, all Vendors are hereby on notice that in the event that certain types of events or projects, including but not limited to the Project set forth in this Request for Proposals, are at any time determined by the City or other governmental authorities, to be required to be suspended, for the safety, health and welfare of the public, or to be in accordance with any applicable order, this event/project may be delayed, terminated, or cancelled, as set forth under the FORCE MAJEURE CLAUSE of this Agreement. The City shall not be responsible for additional costs, or any costs related to the delay, termination, or cancellation of the project.



RFP-RH-23-034

REQUEST FOR PROPOSALS

FOR

Job Order Contracting Services for the City of Rochester Hills

and

**Cooperative Job Order Contracting Program for Public Agencies in
Michigan**

Proposals Due: August 17, 2023 Before 3:00 PM Eastern

Section 2: Proposal Forms and Checklist

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PROPOSAL FORM CHECKLIST

Mike Nichter

The following documents must be submitted with the Proposal

Proposal Requirements

1. MANAGEMENT PLAN AND TECHNICAL ORGANIZATIONAL CAPABILITIES – WEIGHTED VALUE 25 POINTS:

These Criteria will be used to evaluate the proposed management plan to perform the work required by this Contract and the Contractor’s organizational capability including company history, client satisfaction, safety, compliance with local laws and regulations.

- Proposal Form 1: Management Plan and Company Profile Questionnaire**
- Proposal Form 2: Key Personnel**
- Proposal Form 3: Bonding Capacity Statement**
- Proposal Form 4: Insurance Requirements for Facilities Services** *(Must provide a certificate of Insurance that meets required criteria)*
- Proposal Form 5: Required License and Certifications**

2. KEY PERSONNEL ASSIGNED TO THE CONTRACT – WEIGHTED VALUE 25 POINTS: *These criteria will be used to evaluate the experience of the proposed Key Personnel on projects of a similar scope and nature concerning type of work that may be procured under this Contract.*

- Proposal Form 6: Key Personnel Project Manager** *(Also attach resume)*
- Proposal Form 7: Key Personnel Lead Superintendent** *(Also attach resume)*
- Proposal Form 8: Key Personnel Safety Manager** *(Also attach resume)*

3. COMPARABLE CONSTRUCTION AND PAST INDEFINITE QUANTITY CONTRACT EXPERIENCE – WEIGHTED VALUE 25 POINTS: These criteria will be used to evaluate experience of the contractor on projects of a similar scope and nature concerning the Contract they are proposing, the criteria will also be used to evaluate previous experience Indefinite Quantity Contract experience such as, but not limited to, IDIQ, IQC, JOC, WOC, DOC, SABER.

- Proposal Form 9: Comparable Construction Experience General Construction Projects:** *(Provide a maximum of five (5) previously completed projects whose scope of work is General Construction, Mechanical Electrical and Plumbing, and/or Civil/Site Construction preferably for public and educational agencies. Complete a separate Proposal Form 9 for each comparable project. Include additional information as you deem necessary.)*

- Proposal Form 10: Comparable JOC/IDIQ Experience:** *(Provide a maximum of (3) previously held comparable JOC/IDIQ type contracts whose scope of work is General Construction, Mechanical Electrical and Plumbing, and/or Civil/Site Construction preferably for public and educational agencies. Complete a separate Proposal Form 9 for each comparable project. Include additional information as you deem necessary.)*

4. ADDITIONAL REQUIRED PROPOSAL FORMS – NO WEIGHTED VALUE:

- Proposal Form 11: Diversity Vendor Certification Participation**
- Proposal Form 12: Agreement to Work in all Areas of the State**
- Proposal Form 13 Value Add Questionnaire**
- Proposal Form 14: Federal Funds Certification Form**
- Proposal Form 15: FEMA Special Conditions**
- Proposal Form 16: Signature Sheet/Acknowledgement of Addenda**

5. Cost Proposal Pricing – WEIGHTED VALUE 25 POINTS: Offerors must complete and submit separate Cost Proposal Forms for each individual contract and geographic region they are proposing.

- Cost Proposal Form 1: The Adjustment Factors City of Rochester Hills**
- Cost Proposal Form 2: Calculation of the Combined Adjustment Factor City of Rochester Hills**
- Cost Proposal Form 3: The Adjustment Factors Upper Peninsula Michigan Region #1**
- Cost Proposal Form 4: Calculation of the Combined Adjustment Factor Upper Peninsula Michigan Region #1**
- Cost Proposal Form 5: The Adjustment Factors Northern Michigan Region #2**
- Cost Proposal Form 6: Calculation of the Combined Adjustment Factor Northern Michigan Region #2**
- Cost Proposal Form 7: The Adjustment Factors Western Michigan Region #3**
- Cost Proposal Form 8: Calculation of the Combined Adjustment Factor Western Michigan Region #3**
- Cost Proposal Form 9: The Adjustment Factors Central Michigan Region #4**
- Cost Proposal Form 10: Calculation of the Combined Adjustment Factor Central Michigan Region #4**
- Cost Proposal Form 11: The Adjustment Factors Flint/Tri Cities Michigan Region #5**
- Cost Proposal Form 12: Calculation of the Combined Adjustment Factor Flint/Tri Cities Michigan Region #5**

- Cost Proposal Form 13: The Adjustment Factors Southeast Michigan Region #6**
- Cost Proposal Form 14: Calculation of the Combined Adjustment Factor Southeast Michigan Region #6**

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PROPOSAL FORM 1: MANAGEMENT PLAN AND COMPANY PROFILE QUESTIONNAIRE

1. **What is your company's official registered name?**

Lead Renovator Training, LLC - DBA - CTI Contractor Services, LLC

2. **What is/are your corporate office location(s)?**

8756 Trenton Dr - White Lake, MI 48386

5122 Richfield Rd - Flint, MI 48506

3. **Please provide a brief history and description of your company, including experience providing similar products/services and the year it was established.**

CTI Contractor Services, LLC is a general contractor. We handle full rehabs, new build, lead abatement, asbestos abatement, mold remediation. CTI was established in 2010.

* Alos see attachments for more info.

4. **Who is your competition in the marketplace?**

Small companies with 1 or 2 people.

5. **What is the total number and location of employees, and if applicable, salespersons, employed?**

We have 30 crew members, 3 office staff, and 4 trainers.

6. **What is the number and location of support centers, if applicable, and location of corporate office?**

We have 4 locations within Michigan; Plymouth, Flint, White Lake, Gaylord.

7. **What was your annual construction volume over last three (3) fiscal years?**

CTI averages 3.5 million per year, with approx 100 jobs per year.

8. **Submit FEIN and Dunn & Bradstreet report.**

See attached

9. **What are your overall public sector sales, excluding Federal Government, for last three (3) years?**
Average per year non-govt would be \$300,000
10. **List any relationships with subcontractors or affiliates intended to be used when providing service.**
We have trades we sub contract work for HVAC, plumbing, electrical.
CTI also has roofing crews used when our compnay sees the need.
11. **Describe any present or past litigation, bankruptcy or reorganization involving supplier.**
NONE
12. **Felony Conviction Notice: Indicate if the supplier**
a. **is a publicly held corporation and this reporting requirement is not applicable;**
b. **is not owned or operated by anyone who has been convicted of a felony; or**
c. **is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.**
NONE
13. **Describe any debarment or suspension actions taken against supplier**
NONE
14. **Provide your safety record, safety rating, EMR and worker's compensation rate where available.**
No accidents, injuries on our jobs.
CTI has trained our crews in OSHA, Lead, Asbestos to keep safety a priority.
15. **Provide any additional necessary details as it relates to standard ordering methods and payment terms.**
Materails can vary. Windows are approx 4-5 weeks, Doors, 1-2 weeks,
siding colors are still varying. CTI has charge accounts with many suppliers.
16. **Provide your company's subcontracting plan, as described in the scope herein.**
CTI will first look to handle work in house with our 30 crew members.
If we have trade work we will manage their crews.
17. **If Supplier requires additional agreements with Participating Public Agencies, provide a copy of the proposal agreement herein.** This would be an unknown base on scopes provided.

18. Is your firm free from any court judgments, pending litigation, arbitration and final agency decisions filed within the last five (5) years in a construction related matter in which the contractor, or any officer is or was party? If no then include an explanation.

Yes

19. Has your firm during the past five (5) years been free of determination by a court of competent jurisdiction that it filed a false claim with any federal, state, or local government entity? If no then include an explanation.

Yes

(The rest of this page is intentionally left blank)

CTI Contractor Services, LLC

8756 Trenton Dr - White Lake, MI 48386

248-698-6900 ~ Fax 248-694-2001



MI Builders Lic# 2102213550
Lead Firm Lic# 00982
Asbestos Firm Lic# C44307

PROPOSAL FORM 2: KEY PERSONNEL

Please provide contact information and resumes for the person(s) who will be responsible for the following areas. If not applicable, write 'Not Applicable'

Executive Contact

Edward G. Wenz, Jr.

Contact Person: _____

Title: Managing Member

Company: CTI Contractor Services, LLC

Address: 8756 Trenton Dr

City: White Lake State: MI Zip: 48386

Phone: 248-698-6900 Fax: 248-694-2001

Email: wenz_ed@yahoo.com

Marketing

Contact Person: Edward G. Wenz, Jr.

Title: Managing Member

Company: CTI Contractor Services, LLC

Address: _____

City: _____ State: _____ Zip: _____

Phone: _____ Fax: _____

Email: _____

Account Manager / Sales Lead

Contact Person: Dana L. Wenz

Title: Member

Company: CTI Contractor Services, LLC

Address: 8756 Trenton Dr

City: White Lake State: MI Zip: 48386

Phone: 248-698-6900 Fax: 248-694-2001

Email: wenz_ed@yahoo.com

Sales Support

Contact Person: Edward G. Wenz, Jr.

Title: Managing Member

Company: CTI Contractor Services, LLC

Address: _____

City: _____ State: _____ Zip: _____

Phone: 248-698-6900 Fax: 248-694-2001

Email: wenz_ed@yahoo.com

Contract Management (if different than the Sales Lead)

Contact Person: Edward G. Wenz, Jr.

Title: Managing Member

Company: CTI Contractor Services, LLC

Address: 8756 Trenton Dr

City: White Lake State: MI Zip: 48386

Phone: 248-698-6900 Fax: 248-694-2001

Email: wenz_ed@yahoo.com

Financial Reporting

Contact Person: Edward G. Wenz, Jr.

Title: Managing Member

Company: CTI Contractor Services, LLC

Address: _____

City: _____ State: _____ Zip: _____

Phone 248-698-6900 Fax: 248-694-2001

Email: wenz_ed@yahoo.com

Billing & Reporting/Accounts Payable

Contact Person: Dana L. Wenz

Title: Member

Company: CTI Contractor Services, LLC

Address: 8756 Trenton Dr

City: White Lake State: MI Zip: 48386

Phone: 248-698-6900 Fax: 248-694-2001

Email: wenz_ed@yahoo.com

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PROPOSAL FORM 3: BONDING CAPACITY STATEMENT

Provide a letter from your bonding company setting forth your company's available bonding capacity and availability and confirming that, if required, your company could provide labor and material payment bonds and performance bonds for certain projects up to the bonding capacity.

(Insert bonding company statement here)

See attached

(The rest of this page is intentionally left blank)

PROPOSAL FORM 4: INSURANCE REQUIREMENTS

The vendor shall not commence work until he has obtained and delivered to the City of Rochester Hills the certificate of insurance required under this paragraph. All insurance carriers must be acceptable to the City and licensed and admitted to do business in the State of Michigan. Certificate of Insurance and required endorsements shall be sent electronically to the City of Rochester Hills to the attention of the purchasing division at the following email address: purchasing@rochesterhills.org.

A new certificate of insurance shall be provided to the City each year at the time of policy renewal. Failure of the Vendor to maintain the required insurance shall be grounds for contract cancellation.

1. **Commercial General Liability Insurance:** The Vendor shall procure and maintain during the life of the blanket purchase order/contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
2. **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
3. **Umbrella Liability Insurance:** The Vendor shall procure and maintain during the life of this contract Umbrella Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence.
4. **Workers' Compensation Insurance:** The contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers' liability coverage, in accordance with all applicable statutes of the State of Michigan.
5. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating: *"It is understood and agreed that the following shall be Additional Insureds: the City of Rochester Hills, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess."*
6. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named to the left."
7. **Proof of Insurance Coverage:** The Contractor shall provide the City of Rochester Hills, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Rochester Hills at least ten (10) days prior to the expiration date.

PROPOSAL FORM 5: REQUIRED LICENSE AND CERTIFICATIONS

(Provide copies of all licenses and certifications that are required to be held by your organization)

(The rest of this page is intentionally left blank)

See Attached list

PROPOSAL FORM 6: KEY PERSONAL PROJECT MANAGER

Name: Edward G. Wenz, Jr.

Name: CTI Contractor Services, LLC

Title: Managing Member

of Years with the Firm: 13 yrs

Experience with the Following Type of Construction Services:

- General Construction
- Mechanical, Electrical, and Plumbing
- Civil/Site Construction

of Years as a Project Manager for Type of Construction Services Selected Above: 28 yrs

Check All Relevant Experience:

- General Construction
- Roofing Replacement/Repair
- Mechanical Upgrades
- Electrical Upgrades

- Interior Renovation
- Asbestos abatement
- Exterior / Interior painting
- Boiler Replacement

- Bituminous Paving
- Concrete
- Masonry
- Exterior Facade
- Security Camera Installation

- Canopy Replacement/Repair
- Elevator Repair/Replacement
- Escalator Repair/Replacement

- Overhead Doors
- Glass Installation
- Steel Erection
- Concrete Floor

- Duct bank repair / installation
- Outdoor light installation
- Fire Suppression System Installation

- Landscaping
- Fencing
- Earthwork/Site Work
- Demolition
- Painting

ATTACH RESUME Yes

Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for Public Agencies in Michigan

Client Reference #1 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name See attached Title _____

Telephone: _____ Email Address: _____

Client Reference #2 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name See attached Title _____

Telephone: _____ Email Address: _____

(The rest of this page is intentionally left blank)

Please see attachments

PROPOSAL FORM 7: KEY PERSONNEL LEAD SUPERINTENDENT

Name: Mike Nichter

Name: CTI Contractor Services, LLC

Title: Crew Leader

of Years with the Firm: 25 yrs

Experience with the Following Type of Construction Services:

- General Construction
- Mechanical, Electrical, and Plumbing
- Civil/Site Construction

of Years as a Project Manager for Type of Construction Services Selected Above: 35 yrs

Check All Relevant Experience:

- General Construction
- Roofing Replacement/Repair
- Mechanical Upgrades
- Electrical Upgrades

- Interior Renovation
- Asbestos abatement
- Exterior / Interior painting
- Boiler Replacement

- Bituminous Paving
- Concrete
- Masonry
- Exterior Facade
- Security Camera Installation

- Canopy Replacement/Repair
- Elevator Repair/Replacement
- Escalator Repair/Replacement

- Overhead Doors
- Glass Installation
- Steel Erection
- Concrete Floor

- Duct bank repair / installation
- Outdoor light installation
- Fire Suppression System Installation

- Landscaping
- Fencing
- Earthwork / Site Work
- Demolition
- Painting

ATTACH RESUME Yes

Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for Public Agencies in Michigan

Client Reference #1 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name See attached Title _____

Telephone: _____ Email Address: _____

Client Reference #2 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name See attached Title _____

Telephone: _____ Email Address: _____

(The rest of this page is intentionally left blank)

PROPOSAL FORM 8: KEY PERSONNEL SAFETY MANAGER

Name: Edward G. Wenz, Jr.

Name: CTI Contractor Services, LLC

Title: Managing Member

of Years with the Firm: 13 yrs

Experience with the Following Type of Construction Services:

General Construction Mechanical, Electrical, and Plumbing Civil/Site Construction

of Years as a Project Manager for Type of Construction Services Selected Above: 28 yrs

Check All Relevant Experience:

General Construction Roofing Replacement/Repair Mechanical Upgrades Electrical Upgrades

Interior Renovation Asbestos abatement Exterior / Interior painting Boiler Replacement

Bituminous Paving Concrete Masonry Exterior Facade Security Camera Installation

Canopy Replacement/Repair Elevator Repair/Replacement Escalator Repair/Replacement

Overhead Doors Glass Installation Steel Erection Concrete Floor

Duct bank repair / installation Outdoor light installation Fire Suppression System Installation

Landscaping Fencing Earthwork / Site Work Demolition Painting

ATTACH RESUME Yes

Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for Public Agencies in Michigan

Client Reference #1 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name See attached Title _____

Telephone: _____ Email Address: _____

Client Reference #2 for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name See attached Title _____

Telephone: _____ Email Address: _____

(The rest of this page is intentionally left blank)

PROPOSAL FORM 9: COMPARABLE CONSTRUCTION EXPERIENCE

General Construction Mechanical, Electrical, and Plumbing Civil / Site Construction

Proponent's Name: City of Detroit - BNP

Agency / Client Name: Bob Bildebeck

Project Name: 14010 Pinewood rehab

Project Number: _____

Project Value: \$ 260k

Company Role: Sub-Contractor Prime JV Contractor

Agency Public Private

Location: Within State of Michigan

Estimated Self Performance (%): 100

(Based on actual hours through the working foreperson. **Supervisory hours do NOT apply.**)

Project Scope: (Briefly describe the scope of work and the trades involved. The project scope should correspond to the applicable trade Contract the proposer is submitting for: General Construction, MEP, Roofing)

Full rehab on home

Client Reference for Construction: (It is your responsibility to assure that the contact information listed is correct. If your reference can not be contacted, this project may not be considered.)

Agency's contact: Name City of Detroit - BNP

Title Bob Bildebeck Manager

Telephone: 517-304-7252

Email Address: bilderbeckr@detroitmi.gov

Briefly describe the project: Attached additional page, if necessary.

PROPOSAL FORM 10: COMPARABLE JOC/IDIQ EXPERIENCE

General

1. Agency Name: See Attached list
2. Contract Number: _____

Reference Information

3. Reference Name, Position: _____
4. Address: _____

5. City, State, Zip Code: _____
6. Phone Number: _____
7. Email Address: _____

Contract Time:

8. Total Duration of Contract:* _____
9. Award Date: _____
10. Expiration/Termination Date(or still active): _____

Contract Amounts:

11. Total Maximum Amount of Contract (all options):** _____
12. Total Amount of Work Issued (\$): _____
13. Total Number of Job Orders Issued (#): _____

Key Personnel

14. Name and Position: _____
15. Name and Position: _____
16. Name and Position: _____
17. Name and Position: _____
18. Yes or No, did any of the key personnel proposed for this contract work on the contract referenced? _____
19. If answer to the above question is "Yes" and if those individuals are not listed as key personnel above list the name and position below:

PROPOSAL FORM 11: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Participating Public Agencies to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

- a. Minority Women Business Enterprise
Respondent certifies that this firm is an MWBE Yes No
List certifying agency: _____

- b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
Respondent certifies that this firm is a SBE or DBE Yes No
List certifying agency: _____

- c. Disabled Veterans Business Enterprise (DVBE)
Respondent certifies that this firm is an DVBE Yes No
List certifying agency: _____

- d. Historically Underutilized Businesses (HUB)
Respondent certifies that this firm is an HUB Yes No
List certifying agency: _____

- e. Historically Underutilized Business Zone Enterprise (HUBZone)
Respondent certifies that this firm is an HUBZone Yes No
List certifying agency: _____

- f. Other
Respondent certifies that this firm is a recognized diversity certificate holder Yes No
List certifying agency: _____

PROPOSAL FORM 12: AGREEMENT TO WORK IN ALL REGIONS OF THE STATE

There are times that a Contractor may need to perform work for certain Participating Public Agency that have facilities in areas outside of the Geographic Region. By acknowledging your acceptance below, you are saying that you will consider performing work in such areas in the State or other States. The Contractor will use the awarded CTC and adjustment factor proposed. If a contractor holds multiple contracts when performing work outside an awarded area the contractor will use the contract that results in the lowest price for the Participating Public Agency. The Contractor will have the option to decline Projects outside of the Geographic Region.

Please circle your intention below:

Yes **We agree to consider working in areas outside of the Geographic Region.** Yes

No **We will NOT consider working outside of the Geographic Region.**

Signature 

The Proposer shall acknowledge this Proposal by signing and completing the spaces provided below:

Name of Proposer: CTI Contractor Services, LLC
Edward G. Wenz, Jr. - Managing Member

City/State/Zip: 8756 Trenton Dr - White Lake, MI 48386

Telephone No.: 248-698-6900 Fax: 248-694-2001 wenz_ed@yahoo.com

If a partnership, names and addresses of partners:

Edward G. Wenz, Jr. - Managing Member 47%
Dana L. Wenz - 53% Member

Notarized

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public in and for the County of _____

State of _____

My commission expires: _____

Signature: _____

PROPOSAL FORM 13: VALUE ADD QUESTIONNAIRE

Proposer must agree to work in cooperation with City of Rochester Hills and OMNIA Partners to develop a marketing strategy and provide avenues to equally market and drive sales through the Contract and program to all current and potential Participating Public Agencies. Proposer agrees to actively market in cooperation with the City and OMNIA Partners all available services to current and potential Participating Public Agencies. Proposer should provide the following information to the best of their abilities. It is understood that Proposer's will be of varying sizes and capacities and all Proposers are encouraged to submit.

1. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable. If certifications and other documentation were already previously provided in above sections, there is no need to duplicate.

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

2. Provide a detailed plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as proposer/supplier's primary go to market strategy for Public Agencies to supplier's teams, including, but not limited to:
 - a. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - b. Training and education of Supplier's employees (and if applicable sales force) with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
3. Provide a detailed plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies immediately upon award, that could include, but is not limited to:
 - a. Creation and distribution of a co-branded press release to trade publications
 - b. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days
 - c. Design, publication and distribution of co-branded marketing materials within first 90 days

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- d. Commitment to attendance and participation with OMNIA Partners at regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - e. Design and publication of regional advertising in trade publications throughout the term of the Master Agreement
 - f. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - g. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
4. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
 5. Acknowledge Supplier agrees to provide its logo(s) to the City and OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.
 6. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
 - a. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - b. Best government pricing
 - c. No cost to participate
 - d. Non-exclusive
 7. Confirm Supplier will train its sales force on the Master Agreement. At a minimum, sales training should include:

Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for Public Agencies in Michigan

- a. Key features of Master Agreement
 - b. Working knowledge of the solicitation process
 - c. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - d. Knowledge of benefits of the use of cooperative contracts
8. Describe in detail how Supplier's organization (and if applicable, sales force) is structured, including contact information for the highest-level executive in charge of the sales team.
- a. Explain in detail how the sales teams will work with Gordian and the OMNIA Partners team to implement, grow and service the program.
9. Explain in detail how Supplier will manage the overall program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.
10. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 5 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
11. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
12. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
- a. Respond with Master Agreement pricing (Contract Sales reported to Gordian).
 - b. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
 - c. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
 - d. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.
 - e. Detail Supplier's strategies under these options when responding to a solicitation.

Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for Public Agencies in Michigan

13. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

Please also list and include copies of any certificates you hold that would show value for your response not already included above.

14. Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract participating agencies.

15. If applicable, provide details of and propose additional discounts for volume orders, special manufacturer's offers, minimum order quantity, total annual spend.

(The rest of this page is intentionally left blank)

PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORM

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a;

or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

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

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

(a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from

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a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

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

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

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

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

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

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

Subrecipient means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

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

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Does offeror agree? YES EW Initials of Authorized

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Representative of offeror

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

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

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

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

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

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

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

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

voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

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

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

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

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

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

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

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

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

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES:

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OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES:

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES:

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES:

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

Offeror's Name: CTI Contractor Services, LLC

Edward G. Wenz, Jr. - Managing Member
Address, City, State, and Zip Code:
8756 Trenton Dr - White Lake, MI 48386

Phone Number: 248-698-6900

Fax Number: 248-694-2001

Printed Name and Title of Authorized Representative:
Edward G. Wenz, Jr. - Managing Member

Email Address:
wenz_ed@yahoo.com

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Signature of Authorized Representative: _____



Date: 9/9/2023

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

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

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

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

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

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Offeror's Name: CTI Contractor Services, LLC

Address, City, State, and Zip Code: 8756 Trenton Dr - White Lake, MI 48386

Phone Number: 248-698-6900 Fax Number: 248-694-2001

Printed Name and Title of Authorized
Representative: Edward G. Wenz, Jr. - Managing Member

Email Address:
wenz_ed@yahoo.com

Signature of Authorized Representative:  _____

Date: 9/9/2023

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PROPOSAL FORM 15: FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

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

“Contract” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

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

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s

regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.
- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

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

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

Affirmative Steps

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

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

Prevailing Wage Requirements

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

Federal Requirements

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

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

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

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

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3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

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

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

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

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

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

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

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

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

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

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

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

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

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such

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litigation to protect the interests of the United States.

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

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

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

4. DAVIS-BACON ACT

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

 - i.** The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all

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suspected or reported violations to the Federal awarding agency.

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

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

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

5. COPELAND ANTI-KICKBACK ACT

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

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

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

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

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

Compliance with the Contract Work Hours and Safety Standards Act.

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

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

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

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

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

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

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

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

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

Clean Air Act

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

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public

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Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

9. DEBARMENT AND SUSPENSION

j. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

k. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

l. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
2. The contract requires the approval of FEMA, regardless of amount.
3. The contract is for federally-required audit services.
4. A subcontract is also a covered transaction if it is awarded by the

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contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

- m. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

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

10. BYRD ANTI-LOBBYING AMENDMENT

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

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

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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



Signature of Contractor's Authorized Official

Edward G. Wenz, Jr. - Managing Member

Name and Title of Contractor's Authorized Official

9/9/2023

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- r. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- s. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- t. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- u. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

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12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

13. ACCESS TO RECORDS

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

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

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

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contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

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

15. DHS SEAL, LOGO, AND FLAGS

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

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

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

17. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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- k. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- l. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- m. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- n. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- o. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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19. CLEAN WATER STATE REVOLVING FUNDS (CWSRF) AND DRINKING WATER STATE REVOLVING FUNDS (DWSRF)

Should agencies be utilizing Clean Water State Revolving or Drinking Water State Revolving Funds, the following may apply as indicated by the Participating Public Agency:

- p. Neither the State, the U.S. EPA, nor any of its departments, agencies, or employees, are or will be a party to resulting work or local agreements when CWSRF or DWSRF are utilized.
- q. All laborers and mechanics employed by contractors and subcontractors on projects on projects funded directly by or assisted in whole or in part by and through the Clean Water State Revolving Funds (CWSRF) or the Drinking Water State Revolving Funds (DWSRF) shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Wages to be paid on this project will be governed by the Department of Labor Wage General Decision or Decisions included in the bid documents for this project.
- r. Equal Opportunity in Employment – All qualified applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age (40 or older), disability or genetic information. Bidders on this work will be required to comply with the Department of Labor regulations at 41 CFR Part 60-4, relating to Construction Contractors -- Affirmative Action Requirements, which include the President's Executive Order No. 11246, as amended by Executive Order 11375 and Executive Order No. 13672, in the award and administration of contracts awarded under TWDB financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach, which may result in the termination of the awarded financial assistance.
- s. Contractors shall comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participate understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions. The Davis-Bacon prevailing wage requirements apply to Contractors and Subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration or repair (including painting) of a treatment works project under the CWSRF or a construction project under the DWSRF.
- t. For prime contracts in excess of \$100,000, Contractors and Subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The Fair Labor Standards Act may also apply to Davis-Bacon covered contracts.
- u. Any contracts or subcontracts in excess of \$2,000 must include the provisions of Davis-Bacon Wage Rate Requirements.

Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for Public Agencies in Michigan

- v. Any local agreements or work awarded under this solicitation are subject to the American Iron and Steel (AIS) requirements of Section 608 of the Federal Water Pollution Control Act if CWSRF or DWSRF are involved. As such, the Contractor hereby represents and warrants to and for the benefit of the Participating Public Agency that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in CWSRF or DWSRF related projects will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Participating Public Agency. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Participating Public Agency to enforce this Agreement and recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Participating Public Agency resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part.

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


Offeror's Name: CTI Contractor Services, LLC

Address, City, State, and Zip Code: 8756 Trenton Dr - White Lake, MI 48386

Phone Number: 248-698-6900 Fax Number: 248-694-2001

Printed Name and Title of Authorized Representative:
Edward G. Wenz, Jr. - Managing Member

Email Address: wenz_ed@yahoo.com

Signature of Authorized Representative:  _____

Date: 9/9/2023


PROPOSAL FORM 16: SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this Proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

CTI Contractor Services, LLC
Company

Edward G. Wenz, Jr.
Authorized Representative (print)

8756 Trenton Dr - White Lake, MI 48386
Address


Signature

Address, continued

Managing Member
Title (print)

Edward G. Wenz, Jr.
Name of Firm's Contract Administrator

248-698-6900
Phone Number of Authorized Representative

Edward G. Wenz, Jr.
Phone Number of Firm's Contract Administrator

wenz_ed@yahoo.com
E-mail Address of Authorized Representative

Edward G. Wenz, Jr.
E-mail Address of Firm's Contract Administrator

Fed Tax ID# 27-1871951
Federal I.D. Number

The term of the Master Agreement will be three (3) years following the contract award date with the option to renew for two (2) additional one (1) year periods. The anticipated full term of the contract is five (5) years.

City of Rochester Hills Authorized Agent


Date


Print Name

PROPOSAL FORM 17: ACKNOWLEDGEMENT OF ADDENDA

Acknowledgement of Addenda (if issued)

I/We acknowledge receipt of the following Addenda:

No. 1, Dated 7/28/23 

No. 2, Dated 8/29/2023 

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

PROPOSAL PRICING INSTRUCTIONS

Proposers must complete and submit separate Cost Proposal Forms for each individual contract and geographic region they are proposing. Please refer to Section 1 Request for Proposal.

Job Order Contracting Services for the City of Rochester Hills the following applies:

On COST PROPOSAL FORM - THE ADJUSTMENT FACTORS: Select the appropriate Category:

If you are proposing on both categories with the same Adjustments Factors then select both Categories.

General Construction **Mechanical, Electrical, and Plumbing**

If the Proposer only wants to propose on both categories with a different Adjustment Factor then select the appropriate category and provide the responding adjustment factors on two different forms. IE: You only want to select Mechanical, Electrical, Plumbing, you may provide separate Cost Proposal Form for General Construction with different Adjustment Factors on a separate form.

General Construction **Mechanical, Electrical, and Plumbing**

Cooperative Job Order Contracting Program for Public Agencies in Michigan the following applies:

On COST PROPOSAL FORM - THE ADJUSTMENT FACTORS: Select the appropriate Category:

If you are proposing on all three (3) categories with the same Adjustments Factors for a given Region than select all the Categories.

General Construction **Mechanical, Electrical, and Plumbing** **Civil / Site Construction**

If the Proposer only wants to propose on one Category with a separate Adjustment Factor for a given Region than select the appropriate category. IE: You only want to select Mechanical, Electrical, Plumbing, you may provide separate Cost Proposal Forms for a given area with different Adjustment Factors.

General Construction **Mechanical, Electrical, and Plumbing** **Civil / Site Construction**

Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for Public Agencies in Michigan

Links to the City of Rochester Hills CTC and Technical Specifications can be found below:

City of Rochester Hills CTC: <https://fortive.box.com/s/rtxrdntx9ere4h3xmtuk7b6oidwn5r80>

City of Rochester Hills Technical Specifications: <https://fortive.box.com/s/di9ldjsiujz43o4sjacxr8mjhr673yjt>

Link to Cooperative Job Order Contracting Program for Public Agencies in Michigan CTC's and Technical Specifications can be found below:

Region 1 Upper Peninsula Michigan: <https://fortive.box.com/s/hp092xgbh38k7gualk1s24vix7i7pxgi>

Region 2 Northern Michigan: <https://fortive.box.com/s/3pm79cx8k93n9v9d0pa3o78bn43fw1oa>

Region 3 Western Michigan: <https://fortive.box.com/s/3uglnxg9vwxu8dzml7dqaxa6s4l2lxq6>

Region 4 Central Michigan: <https://fortive.box.com/s/gfixjgbbtu7788m5mq3v6qsf8sc8o7q3>

Region 5 Flint/Tri Cities Michigan: <https://fortive.box.com/s/ay3p3gy5a425urxj4be4zoxnf69xh29e>

Region 6 Southeast Michigan: <https://fortive.box.com/s/vffdy9sawmacsnqz9a7pax28l0w1sde6>

Technical Specifications: <https://fortive.box.com/s/g3yzx7cov4jzbnbjsi6p3c54zhyocpz>

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**CITY OF ROCHESTER HILLS
REQUEST FOR CLARIFICATION
JOB ORDER CONTRACTING
RFP-RH-23-034**

October 6, 2023

Mr. Edward Wenz
CTI Contractor Services
8756 Trenton Drive
White Lake, MI 48386

RE: Request for Clarification

In accordance with the solicitation, the City of Rochester Hills is requesting clarification to your response to the Job Order Contracting RFP in regards to the Combined Adjustment Factor pages from your proposal. Enclosed are your Adjustment Factor proposal pages along with a blank Combined Adjustment Factor pages for the City of Rochester Hills and the six other regions.

In order to continue in the evaluation process, please complete the attached forms and return all twenty-three (23) pages before 11:00 am Eastern Time on Tuesday, October 10, 2023 to my attention at brightk@rochesterhills.org.

Sincerely,

A handwritten signature in blue ink that reads "Keri J. Bright".

Keri Bright, CPPB
Senior Procurement Analyst
v. 248.841.2538
brightk@rochesterhills.org

COST PROPOSAL FORM 1: THE ADJUSTMENT FACTORS CITY OF ROCHESTER HILLS

CONTRACT CATEGORY:

General Construction Mechanical, Electrical, and Plumbing

CONTRACTOR NAME: CTI Contractor Services, LLC

City of Rochester Hills JOC Program:

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

1. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.A Adjustment Factor With Administrative Fees:

| | | | | | | |
|---|---|---|---|---|---|--|
| 1 | . | 5 | 7 | 5 | 0 | |
|---|---|---|---|---|---|--|

(Specify to four decimal places)

2. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

2.A Adjustment Factor With Administrative Fees:

| | | | | | | |
|---|---|---|---|---|---|--|
| 1 | . | 7 | 7 | 5 | 0 | |
|---|---|---|---|---|---|--|

(Specify to four decimal places)

3. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A Adjustment Factor With Administrative Fees:

| | | | | | | |
|---|---|---|---|---|---|--|
| 1 | . | 4 | 7 | 5 | 0 | |
|---|---|---|---|---|---|--|

(Specify to four decimal places)

Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for Public Agencies in Michigan

- 4. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

4.A Adjustment Factor With Administrative Fees:

| | | | | | | |
|---|---|---|---|---|---|--|
| 1 | . | 6 | 7 | 5 | 0 | |
|---|---|---|---|---|---|--|

(Specify to four decimal places)

- 5. Non-Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

5.A Adjustment Factor With Administrative Fees:

| | | | | | | |
|---|---|---|---|---|---|--|
| 1 | . | 7 | 7 | 5 | 0 | |
|---|---|---|---|---|---|--|

- 6. Combined Adjustment Factor: (From Line 11 Proposal Form 2)

| | | | | | | |
|---|---|---|---|---|---|--|
| 1 | . | 4 | 7 | 5 | 0 | |
|---|---|---|---|---|---|--|

(See Proposal Form 2 for calculation procedure)

NOTICE - The attention of Proposers is particularly called to the fact that, unless the Proposal is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Proposer must fill in all boxes and blanks.

Before submitting this proposal, the Proposer is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**
- **The Offeror must include an JOC System Fee in calculating the Offeror’s Adjustment Factors. The JOC System Fee will be calculated at the rate of 1.0% of the total Purchase Order Price.**

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COST PROPOSAL FORM 2: CALCULATION OF THE COMBINED ADJ. FACTOR CITY OF ROCHESTER HILLS

CONTRACT CATEGORY:

- General Construction** **Mechanical, Electrical, and Plumbing**

CONTRACTOR NAME: CTI Contractor Services, LLC

City of Rochester Hills JOC Program

The following formula has been developed for the sole purpose of evaluating proposals and awarding.

Each Proposer must complete the following calculation.

| | | |
|----------|---|---------|
| Line 1. | Normal Working Hours Prevailing Wage (1.A) | 1.5750 |
| Line 2. | Multiply Line 1 by .60 | 0.945 |
| Line 3. | Other Than Normal Working Hours Prevailing Wage (2.A) | 1.7750 |
| Line 4. | Multiply Line 3 by .15 | 0.26625 |
| Line 5. | Normal Working Hours Non-Prevailing Wage (3.A) | 1.4750 |
| Line 6. | Multiply Line 5 by .15 | 0.22125 |
| Line 7. | Other Than Normal Working Hours Non-Prevailing Wage (4.A) | 1.6750 |
| Line 8. | Multiply Line 7 by .5 | 0.8375 |
| Line 9. | Adjustment Factor for Non Pre-priced Tasks (5.A) | 1.7750 |
| Line 10. | Multiply Line 9 by .5 | 0.8875 |
| Line 11: | Summation of lines 2, 4, 6, 8 and 10) | 3.1575 |
| | (Combined Adjustment Factor) | |

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Proposal Form 1.

Instructions To Proposer: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by The City of Rochester Hills that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

COST PROPOSAL FORM 3: THE ADJUSTMENT FACTORS COOPERATIVE JOC PROGRAM REGION #1

CONTRACT CATEGORY:

- General Construction
- Mechanical, Electrical, and Plumbing
- Civil / Site Construction

CONTRACTOR NAME: CTI Contractor Services, LLC

GEOGRAPHIC REGION: Region #1 Upper Peninsula Michigan

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

- 7. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

7.A Adjustment Factor With Administrative Fees:

| | | | | | | |
|---|---|---|---|---|---|--|
| 1 | . | 5 | 7 | 5 | 0 | |
|---|---|---|---|---|---|--|

(Specify to four decimal places)

- 8. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

8.A Adjustment Factor With Administrative Fees:

| | | | | | | |
|---|---|---|---|---|---|--|
| 1 | . | 7 | 7 | 5 | 0 | |
|---|---|---|---|---|---|--|

(Specify to four decimal places)

- 9. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

9.A Adjustment Factor With Administrative Fees:

| | | | | | | |
|---|---|---|---|---|---|--|
| 1 | . | 4 | 7 | 5 | 0 | |
|---|---|---|---|---|---|--|

(Specify to four decimal places)

Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for Public Agencies in Michigan

10. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

10.A Adjustment Factor With Administrative Fees:

| | | | | | | |
|---|---|---|---|---|---|--|
| 1 | . | 6 | 7 | 5 | 0 | |
|---|---|---|---|---|---|--|

(Specify to four decimal places)

11. Non-Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

11.A Adjustment Factor With Administrative Fees:

| | | | | | | |
|---|---|---|---|---|---|--|
| 1 | . | 7 | 7 | 5 | 0 | |
|---|---|---|---|---|---|--|

12. Combined Adjustment Factor: (From Line 11 Proposal Form 2)

| | | | | | | |
|---|---|---|---|---|---|--|
| 1 | . | 4 | 7 | 5 | 0 | |
|---|---|---|---|---|---|--|

(See Proposal Form 2 for calculation procedure)

NOTICE - The attention of Proposers is particularly called to the fact that, unless the Proposal is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Proposer must fill in all boxes and blanks.

Before submitting this proposal, the Proposer is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**
- **The Offeror must include an Administrative Fee in calculating the Offeror’s Adjustment Factors. The Administrative Fee will be calculated at the rate of 7.5% of the total Purchase Order Price.**

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COST PROPOSAL FORM 4: CALCULATION OF THE COMBINED ADJ. FACTOR COOPERATIVE JOC PROGRAM REGION #1

CONTRACT CATEGORY:

General Construction Mechanical, Electrical, and Plumbing Civil / Site Construction

CONTRACTOR NAME: CTI Contractor Services, LLC

GEOGRAPHIC REGION: Region #1 Upper Peninsula Michigan

The following formula has been developed for the sole purpose of evaluating proposals and awarding.

Each Proposer must complete the following calculation.

| | | |
|----------|---|----------------|
| Line 1. | Normal Working Hours Prevailing Wage (1.A) | <u>1.5750</u> |
| Line 2. | Multiply Line 1 by .15 | <u>0.945</u> |
| Line 3. | Other Than Normal Working Hours Prevailing Wage (2.A) | <u>1.7750</u> |
| Line 4. | Multiply Line 3 by .10 | <u>0.26626</u> |
| Line 5. | Normal Working Hours Non-Prevailing Wage (3.A) | <u>1.4750</u> |
| Line 6. | Multiply Line 5 by .60 | <u>0.22125</u> |
| Line 7. | Other Than Normal Working Hours Non-Prevailing Wage (4.A) | <u>1.6750</u> |
| Line 8. | Multiply Line 7 by .10 | <u>0.8375</u> |
| Line 9. | Adjustment Factor for Non Pre-priced Tasks (5.A) | <u>1.7750</u> |
| Line 10. | Multiply Line 9 by .5 | <u>0.8875</u> |
| Line 11: | Summation of lines 2, 4, 6, 8 and 10) | <u>3.1575</u> |
| | (Combined Adjustment Factor) | |

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Proposal Form 1.

Instructions To Proposer: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by The City of Rochester Hilla that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

COST PROPOSAL FORM 5: THE ADJUSTMENT FACTORS COOPERATIVE JOC PROGRAM REGION #2

CONTRACT CATEGORY:

- General Construction
- Mechanical, Electrical, and Plumbing
- Civil / Site Construction

CONTRACTOR NAME: CTI Contractor Services, LLC

GEOGRAPHIC REGION: Northern Michigan Region #2

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

13. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

13.A Adjustment Factor With Administrative Fees:

| | | | | | | |
|---|---|---|---|---|---|--|
| 1 | . | 5 | 7 | 5 | 0 | |
|---|---|---|---|---|---|--|

(Specify to four decimal places)

14. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

14.A Adjustment Factor With Administrative Fees:

| | | | | | | |
|---|---|---|---|---|---|--|
| 1 | . | 7 | 7 | 5 | 0 | |
|---|---|---|---|---|---|--|

(Specify to four decimal places)

15. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

15.A Adjustment Factor With Administrative Fees:

| | | | | | | |
|---|---|---|---|---|---|--|
| 1 | . | 4 | 7 | 5 | 0 | |
|---|---|---|---|---|---|--|

(Specify to four decimal places)

Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for Public Agencies in Michigan

16. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

16.A Adjustment Factor With Administrative Fees:

| | | | | | |
|---|----|---|---|---|--|
| 1 | .6 | 7 | 5 | 0 | |
|---|----|---|---|---|--|

(Specify to four decimal places)

17. Non-Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

17.A Adjustment Factor With Administrative Fees:

| | | | | | |
|---|----|---|---|---|--|
| 1 | .7 | 7 | 5 | 0 | |
|---|----|---|---|---|--|

18. Combined Adjustment Factor: (From Line 11 Proposal Form 2)

| | | | | | |
|---|----|---|---|---|--|
| 1 | .4 | 7 | 5 | 0 | |
|---|----|---|---|---|--|

(See Proposal Form 2 for calculation procedure)

NOTICE - The attention of Proposers is particularly called to the fact that, unless the Proposal is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Proposer must fill in all boxes and blanks.

Before submitting this proposal, the Proposer is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**
- **The Offeror must include an Administrative Fee in calculating the Offeror’s Adjustment Factors. The Administrative Fee will be calculated at the rate of 7.5% of the total Purchase Order Price.**

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COST PROPOSAL FORM 6: CALCULATION OF THE COMBINED ADJ. FACTOR COOPERATIVE JOC PROGRAM REGION #2

CONTRACT CATEGORY:

General Construction **Mechanical, Electrical, and Plumbing** **Civil / Site Construction**

CONTRACTOR NAME: CTI Contractor Services, LLC

GEOGRAPHIC REGION: Northern Michigan Region #2

The following formula has been developed for the sole purpose of evaluating proposals and awarding.

Each Proposer must complete the following calculation.

| | | |
|----------|---|---------|
| Line 1. | Normal Working Hours Prevailing Wage (1.A) | 1.5750 |
| Line 2. | Multiply Line 1 by .15 | 0.945 |
| Line 3. | Other Than Normal Working Hours Prevailing Wage (2.A) | 1.7750 |
| Line 4. | Multiply Line 3 by .10 | 0.26626 |
| Line 5. | Normal Working Hours Non-Prevailing Wage (3.A) | 1.4750 |
| Line 6. | Multiply Line 5 by .60 | 0.22125 |
| Line 7. | Other Than Normal Working Hours Non-Prevailing Wage (4.A) | 1.6750 |
| Line 8. | Multiply Line 7 by .10 | 0.8375 |
| Line 9. | Adjustment Factor for Non Pre-priced Tasks (5.A) | 1.7750 |
| Line 10. | Multiply Line 9 by .5 | 0.8875 |
| Line 11: | Summation of lines 2, 4, 6, 8 and 10) | 3.1575 |
| | (Combined Adjustment Factor) | |

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Proposal Form 1.

Instructions To Proposer: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by The City of Rochester Hilla that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

COST PROPOSAL FORM 7: THE ADJUSTMENT FACTORS COOPERATIVE JOC PROGRAM REGION #3

CONTRACT CATEGORY:

- General Construction
- Mechanical, Electrical, and Plumbing
- Civil / Site Construction

CONTRACTOR NAME: CTI Contractor Services, LLC

GEOGRAPHIC REGION: Western Region #3

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

19. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

19.A Adjustment Factor With Administrative Fees:

| | | | | | | |
|---|---|---|---|---|---|--|
| 1 | . | 5 | 7 | 5 | 0 | |
|---|---|---|---|---|---|--|

(Specify to four decimal places)

20. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

20.A Adjustment Factor With Administrative Fees:

| | | | | | | |
|---|---|---|---|---|---|--|
| 1 | . | 7 | 7 | 5 | 0 | |
|---|---|---|---|---|---|--|

(Specify to four decimal places)

21. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

21.A Adjustment Factor With Administrative Fees:

| | | | | | | |
|---|---|---|---|---|---|--|
| 1 | . | 4 | 7 | 5 | 0 | |
|---|---|---|---|---|---|--|

(Specify to four decimal places)

Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for Public Agencies in Michigan

22. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

22.A Adjustment Factor With Administrative Fees:

| | | | | | | |
|---|---|---|---|---|---|--|
| 1 | . | 6 | 7 | 5 | 0 | |
|---|---|---|---|---|---|--|

(Specify to four decimal places)

23. Non-Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

23.A Adjustment Factor With Administrative Fees:

| | | | | | | |
|---|---|---|---|---|---|--|
| 1 | . | 7 | 7 | 5 | 0 | |
|---|---|---|---|---|---|--|

24. Combined Adjustment Factor: (From Line 11 Proposal Form 2)

| | | | | | | |
|---|---|---|---|---|---|--|
| 1 | . | 4 | 7 | 5 | 0 | |
|---|---|---|---|---|---|--|

(See Proposal Form 2 for calculation procedure)

NOTICE - The attention of Proposers is particularly called to the fact that, unless the Proposal is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Proposer must fill in all boxes and blanks.

Before submitting this proposal, the Proposer is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**
- **The Offeror must include an Administrative Fee in calculating the Offeror’s Adjustment Factors. The Administrative Fee will be calculated at the rate of 7.5% of the total Purchase Order Price.**

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COST PROPOSAL FORM 8: CALCULATION OF THE COMBINED ADJ. FACTOR COOPERATIVE JOC PROGRAM REGION #3

CONTRACT CATEGORY:

General Construction Mechanical, Electrical, and Plumbing Civil / Site Construction

CONTRACTOR NAME: CTI Contractor Services, LLC

GEOGRAPHIC REGION: Western Michigan Region #3

The following formula has been developed for the sole purpose of evaluating proposals and awarding.

Each Proposer must complete the following calculation.

| | | |
|----------|---|----------------|
| Line 1. | Normal Working Hours Prevailing Wage (1.A) | <u>1.5750</u> |
| Line 2. | Multiply Line 1 by .15 | <u>0.945</u> |
| Line 3. | Other Than Normal Working Hours Prevailing Wage (2.A) | <u>1.7750</u> |
| Line 4. | Multiply Line 3 by .10 | <u>0.26626</u> |
| Line 5. | Normal Working Hours Non-Prevailing Wage (3.A) | <u>1.4750</u> |
| Line 6. | Multiply Line 5 by .60 | <u>0.22125</u> |
| Line 7. | Other Than Normal Working Hours Non-Prevailing Wage (4.A) | <u>1.6750</u> |
| Line 8. | Multiply Line 7 by .10 | <u>0.8375</u> |
| Line 9. | Adjustment Factor for Non Pre-priced Tasks (5.A) | <u>1.7750</u> |
| Line 10. | Multiply Line 9 by .5 | <u>0.8875</u> |
| Line 11: | Summation of lines 2, 4, 6, 8 and 10) | <u>3.1575</u> |
| | (Combined Adjustment Factor) | |

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Proposal Form 1.

Instructions To Proposer: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

No assurances are made by The City of Rochester Hilla that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

COST PROPOSAL FORM 9: THE ADJUSTMENT FACTORS COOPERATIVE JOC PROGRAM REGION #4

CONTRACT CATEGORY:

- General Construction
- Mechanical, Electrical, and Plumbing
- Civil / Site Construction

CONTRACTOR NAME: CTI Contractor Services, LLC

GEOGRAPHIC REGION: Central Michigan Region #4

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

25. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

25.A Adjustment Factor With Administrative Fees:

| | | | | | | |
|---|---|---|---|---|---|--|
| 1 | . | 5 | 7 | 5 | 0 | |
|---|---|---|---|---|---|--|

(Specify to four decimal places)

26. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

26.A Adjustment Factor With Administrative Fees:

| | | | | | | |
|---|---|---|---|---|---|--|
| 1 | . | 7 | 7 | 5 | 0 | |
|---|---|---|---|---|---|--|

(Specify to four decimal places)

27. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

27.A Adjustment Factor With Administrative Fees:

| | | | | | | |
|---|---|---|---|---|---|--|
| 1 | . | 4 | 7 | 5 | 0 | |
|---|---|---|---|---|---|--|

(Specify to four decimal places)

Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for Public Agencies in Michigan

28. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

28.A Adjustment Factor With Administrative Fees:

| | | | | | |
|---|----|---|---|---|--|
| 1 | .6 | 7 | 5 | 0 | |
|---|----|---|---|---|--|

(Specify to four decimal places)

29. Non-Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

29.A Adjustment Factor With Administrative Fees:

| | | | | | |
|---|----|---|---|---|--|
| 1 | .7 | 7 | 5 | 0 | |
|---|----|---|---|---|--|

30. Combined Adjustment Factor: (From Line 11 Proposal Form 2)

| | | | | | |
|---|----|---|---|---|--|
| 1 | .4 | 7 | 5 | 0 | |
|---|----|---|---|---|--|

(See Proposal Form 2 for calculation procedure)

NOTICE - The attention of Proposers is particularly called to the fact that, unless the Proposal is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Proposer must fill in all boxes and blanks.

Before submitting this proposal, the Proposer is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**
- **The Offeror must include an Administrative Fee in calculating the Offeror’s Adjustment Factors. The Administrative Fee will be calculated at the rate of 7.5% of the total Purchase Order Price.**

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COST PROPOSAL FORM 10: CALCULATION OF THE COMBINED ADJ. FACTOR COOPERATIVE JOC PROGRAM REGION #4

CONTRACT CATEGORY:

- General Construction
- Mechanical, Electrical, and Plumbing
- Civil / Site Construction

CONTRACTOR NAME: CTI Contractor Services, LLC

GEOGRAPHIC REGION: Central Michigan Region #4

The following formula has been developed for the sole purpose of evaluating proposals and awarding.

Each Proposer must complete the following calculation.

| | | |
|----------|---|----------------|
| Line 1. | Normal Working Hours Prevailing Wage (1.A) | <u>1.5750</u> |
| Line 2. | Multiply Line 1 by .15 | <u>0.945</u> |
| Line 3. | Other Than Normal Working Hours Prevailing Wage (2.A) | <u>1.7750</u> |
| Line 4. | Multiply Line 3 by .10 | <u>0.26626</u> |
| Line 5. | Normal Working Hours Non-Prevailing Wage (3.A) | <u>1.4750</u> |
| Line 6. | Multiply Line 5 by .60 | <u>0.22125</u> |
| Line 7. | Other Than Normal Working Hours Non-Prevailing Wage (4.A) | <u>1.6750</u> |
| Line 8. | Multiply Line 7 by .10 | <u>0.8375</u> |
| Line 9. | Adjustment Factor for Non Pre-priced Tasks (5.A) | <u>1.7750</u> |
| Line 10. | Multiply Line 9 by .5 | <u>0.8875</u> |
| Line 11: | Summation of lines 2, 4, 6, 8 and 10) | <u>3.1575</u> |
| | (Combined Adjustment Factor) | |

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Proposal Form 1.

Instructions To Proposer: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by The City of Rochester Hilla that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

COST PROPOSAL FORM 11: THE ADJUSTMENT FACTORS

COOPERATIVE JOC PROGRAM REGION #5

CONTRACT CATEGORY:

General Construction Mechanical, Electrical, and Plumbing Civil / Site Construction

CONTRACTOR NAME: CTI Contractor Services, LLC

GEOGRAPHIC REGION: Flint/Tri Cities Michigan Region #5

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

31. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

31.A Adjustment Factor With Administrative Fees:

| | | | | | |
|---|----|---|---|---|--|
| 1 | .5 | 7 | 5 | 0 | |
|---|----|---|---|---|--|

(Specify to four decimal places)

32. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

32.A Adjustment Factor With Administrative Fees:

| | | | | | |
|---|----|---|---|---|--|
| 1 | .7 | 7 | 5 | 0 | |
|---|----|---|---|---|--|

(Specify to four decimal places)

33. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

33.A Adjustment Factor With Administrative Fees:

| | | | | | |
|---|----|---|---|---|--|
| 1 | .4 | 7 | 5 | 0 | |
|---|----|---|---|---|--|

(Specify to four decimal places)

Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for Public Agencies in Michigan

34. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

34.A Adjustment Factor With Administrative Fees:

| | | | | | |
|---|----|---|---|---|--|
| 1 | .5 | 7 | 5 | 0 | |
|---|----|---|---|---|--|

(Specify to four decimal places)

35. Non-Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

35.A Adjustment Factor With Administrative Fees:

| | | | | | |
|---|----|---|---|---|--|
| 1 | .7 | 7 | 5 | 0 | |
|---|----|---|---|---|--|

36. Combined Adjustment Factor: (From Line 11 Proposal Form 2)

| | | | | | |
|---|----|---|---|---|--|
| 1 | .4 | 7 | 5 | 0 | |
|---|----|---|---|---|--|

(See Proposal Form 2 for calculation procedure)

NOTICE - The attention of Proposers is particularly called to the fact that, unless the Proposal is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Proposer must fill in all boxes and blanks.

Before submitting this proposal, the Proposer is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**
- **The Offeror must include an Administrative Fee in calculating the Offeror’s Adjustment Factors. The Administrative Fee will be calculated at the rate of 7.5% of the total Purchase Order Price.**

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COST PROPOSAL FORM 13: THE ADJUSTMENT FACTORS COOPERATIVE JOC PROGRAM REGION #6

CONTRACT CATEGORY:

General Construction Mechanical, Electrical, and Plumbing Civil / Site Construction

CONTRACTOR NAME: CTI Contractor Services, LLC

GEOGRAPHIC REGION: Southeast Michigan Region #6

The Contractor shall perform the Tasks and pay all Administrative Fees required by each individual Purchase Order issued pursuant to this using the following Adjustment Factors:

37. Normal Working Hours Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

37.A Adjustment Factor With Administrative Fees:

| | | | | | |
|---|----|---|---|---|--|
| 1 | .5 | 7 | 5 | 0 | |
|---|----|---|---|---|--|

(Specify to four decimal places)

38. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

38.A Adjustment Factor With Administrative Fees:

| | | | | | |
|---|----|---|---|---|--|
| 1 | .7 | 7 | 5 | 0 | |
|---|----|---|---|---|--|

(Specify to four decimal places)

39. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

39.A Adjustment Factor With Administrative Fees:

| | | | | | |
|---|----|---|---|---|--|
| 1 | .4 | 7 | 5 | 0 | |
|---|----|---|---|---|--|

(Specify to four decimal places)

Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for Public Agencies in Michigan

40. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

40.A Adjustment Factor With Administrative Fees:

| | | | | | |
|---|----|---|---|---|--|
| 1 | .6 | 7 | 5 | 0 | |
|---|----|---|---|---|--|

(Specify to four decimal places)

41. Non-Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

41.A Adjustment Factor With Administrative Fees:

| | | | | | |
|---|----|---|---|---|--|
| 1 | .7 | 7 | 5 | 0 | |
|---|----|---|---|---|--|

42. Combined Adjustment Factor: (From Line 11 Proposal Form 2)

| | | | | | |
|---|----|---|---|---|--|
| 1 | .4 | 7 | 5 | 0 | |
|---|----|---|---|---|--|

(See Proposal Form 2 for calculation procedure)

NOTICE - The attention of Proposers is particularly called to the fact that, unless the Proposal is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Proposer must fill in all boxes and blanks.

Before submitting this proposal, the Proposer is directed to the Construction Task Catalog to review the explanation of the costs included in the Unit Prices and in the Adjustment Factors. Except for a Non Pre-priced Task, the only compensation to be paid to a Contractor will be the total of the Unit Prices multiplied by the quantities multiplied by the Adjustment Factor. No additional payments of any kind whatsoever will be made. All costs not included in the Unit Prices must be part of the Adjustment Factors.

- **The Other Than Normal Working Hours Adjustment Factors must be equal to or higher than the Normal Working Hours Adjustment Factors.**
- **The Offeror must include an Administrative Fee in calculating the Offeror’s Adjustment Factors. The Administrative Fee will be calculated at the rate of 7.5% of the total Purchase Order Price.**

(The rest of this page is intentionally left blank)

COST PROPOSAL FORM 14: CALCULATION OF THE COMBINED ADJ. FACTOR COOPERATIVE JOC PROGRAM REGION #6

CONTRACT CATEGORY:

- General Construction
- Mechanical, Electrical, and Plumbing
- Civil / Site Construction

CONTRACTOR NAME: CTI Contractor Services, LLC

GEOGRAPHIC REGION: Southeast Michigan Region #6

The following formula has been developed for the sole purpose of evaluating proposals and awarding.

Each Proposer must complete the following calculation.

| | | |
|----------|---|----------------|
| Line 1. | Normal Working Hours Prevailing Wage (1.A) | <u>1.5750</u> |
| Line 2. | Multiply Line 1 by .15 | <u>0.945</u> |
| Line 3. | Other Than Normal Working Hours Prevailing Wage (2.A) | <u>1.7750</u> |
| Line 4. | Multiply Line 3 by .10 | <u>0.26626</u> |
| Line 5. | Normal Working Hours Non-Prevailing Wage (3.A) | <u>1.4750</u> |
| Line 6. | Multiply Line 5 by .60 | <u>0.22125</u> |
| Line 7. | Other Than Normal Working Hours Non-Prevailing Wage (4.A) | <u>1.6750</u> |
| Line 8. | Multiply Line 7 by .10 | <u>0.8375</u> |
| Line 9. | Adjustment Factor for Non Pre-priced Tasks (5.A) | <u>1.7750</u> |
| Line 10. | Multiply Line 9 by .5 | <u>0.8875</u> |
| Line 11: | Summation of lines 2, 4, 6, 8 and 10) | <u>3.1575</u> |
| | (Combined Adjustment Factor) | |

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Proposal Form 1.

Instructions To Proposer: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by The City of Rochester Hilla that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.



**CITY OF ROCHESTER HILLS
REQUEST FOR CLARIFICATION
JOB ORDER CONTRACTING
RFP-RH-23-034**


In order to continue in the evaluation, proposers are to complete and return all pages (23) pages via email to brightk@rochesterhills.org by Tuesday, October 10, 2023 by 11:00 am, E.S.T.

COMPANY NAME: CTI Contractor Services, LLC

ADDRESS: 8756 Trenton Dr

CITY: White Lake STATE: Michigan ZIP: 48386

AUTHORIZED REPRESENTATIVE'S NAME: Edward G. Wenz, Jr.

SIGNATURE: 

TITLE: Managing Member

EMAIL ADDRESS: wenz_ed@yahoo.com PHONE #: 248-698-6900

DATE: 10/10/2023

CTI Contractor Services, LLC
8756 Trenton Dr - White Lake, MI 48386
248-698-6900 ~ Fax 248-694-2001



MI Builders Lic# 2102213550
Lead Firm Lic# 00982
Asbestos Firm Lic# C44307



RFP-RH-23-034

REQUEST FOR PROPOSALS

FOR

Job Order Contracting Services for the City of Rochester Hills

and

**Cooperative Job Order Contracting Program for Public Agencies in
Michigan**

Proposals Due: August 17, 2023 Before 3:00 PM Eastern

**SECTION 3: JOB ORDER CONTRACT GENERAL TERMS & CONDITIONS AND
REQUIREMENTS FOR COOPERATIVE CONTRACT**

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General Terms and Conditions for JOC

Definitions

Addendum or Addenda: The additional or modified provisions of the RFP Documents issued in writing by the City of Rochester Hills (hereinafter referred to as the “City”) prior to the receipt of Proposals.

Contract: The written agreement, also identified as the Master Agreement, between the Contractor and the City identifying the Products & Services which will be made available to current and future Participating Public Agencies; the pricing for those Products & Services; and other Contract Documents incorporated in or referenced in the Contract and made part thereof as if provided therein.

Adjustment Factors: The Contractor's proposed price adjustment to the Unit Prices as published in the Construction Task Catalog, Section (TBD). Adjustment Factors are expressed as an increase to or decrease from the published prices.

RFP Documents: The Request for Proposal for Job Order Contracting Services in the State of Michigan; Section One RFP Overview City of Rochester Hills General Terms and Conditions; Section Two: Proposal Forms and Checklist; Section Three: Job Order Contracting General Terms and Conditions and Requirements for Cooperative Contract.

Construction Task Catalog (CTC): A comprehensive listing of specific construction related Tasks, together with a specific unit of measurement and a Unit Price. Construction Task Catalog is a registered trademark of The Gordian Group, Inc.

Contract Documents: This Contract; Section One RFP Overview City of Rochester Hills General Terms and Conditions; Section Two: Proposal Forms and Checklist; Section Three: Job Order Contracting General Terms and Conditions and Requirements for Cooperative Contract; all payment and performance bonds (if any); material and workmanship bonds (if any); wage rate decisions and certified payroll records (if any); Notice of Award; all modifications issued thereto, including Supplemental Purchase Orders/Change Orders and written interpretations and all Purchase Orders and accompanying documents (Requests for Proposals, Detailed Scopes of Work, Proposal Packages, etc.) issued hereunder.

Supplier/Contractor: The legal entity named in the award letter with which the City has contracted and is responsible for the acceptable performance of the Contract, and for the payment of all legal debts pertaining to the Work. All references in the Contract Documents to third parties under contract or control of Contractor will be deemed to be a reference to Contractor.

Days: Calendar days.

Detailed Scope of Work: A document prepared following a Joint Scope Meeting which describes in detail the Work the Contractor will perform for a particular Purchase Order.

Holidays: The specific days designated by the City, or the Project Labor Agreement as legal Holidays. The City designates the following days as Holidays: New Year’s Day, Martin Luther King Jr’s Birthday,

President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Day,

Joint Scope Meeting: A meeting, normally at the Project Site, to discuss the Work with the Contractor to assist in the development of the Detailed Scope of Work.

Lead Public Agency or Principal Procurement Agency: Means The City of Rochester Hills in its capacity as the government entity to advertise and solicit proposals for a competitive procurement process, evaluate proposals and award the contract according to state statutes.

Non Pre-priced Task (NPP): A task not included in the Construction Task Catalog but within the general scope and intent of this Contract.

Participating Public Agency: Any entity that has registered with OMNIA Partners and has the option to piggyback off the resulting Master Agreement(s).

Price Proposal: The price proposal prepared by the Contractor using the Construction Task Catalog, Adjustment Factors and appropriate quantities.

Procurement: Means buying, purchasing, renting, leasing or otherwise acquiring any materials, services or construction. Procurement also includes all functions that pertain to the obtaining of any material, service, or construction, including description of requirements, selection and solicitation of sources, preparation and award of contract and all phases of contract administration.

Proposal Package: A group of documents and files consisting of the Price Proposal; incidental drawings, sketches, or specification information; quantity take-offs supporting all material quantities; catalog cuts providing information on materials or products, as specifically requested; list of known Subcontractors, construction schedule, back-up for any Non Pre-Priced Tasks, warranty information on special equipment or materials and or other such documentation as the Participating Public Agency may require.

Project: Collectively, the Work to be accomplished by the Contractor in satisfaction of a requirement or group of related requirements pursuant to one or more Purchase Orders.

Purchase Order: The document establishing the engagement by the City or Participating Public Agency to the Contractor to complete a Detailed Scope of Work for the Purchase Order Price within the Purchase Order Completion Time.

Request for Proposal: The Participating Public Agency's written request for the Contractor to prepare and submit a Proposal Package for a specific Detailed Scope of Work.

Responsive Respondent: Means a person, company, firm, corporation, partnership or other organization who submits a proposal which conforms in all material respects to the invitation to bid or request for proposals.

Site: The area upon or in which the Contractor performs the Detailed Scope of Work and such other areas adjacent thereto as may be designated by the City or the Participating Public Agency.

Solicitation: Means an invitation to prop, a request for technical offers, a request for proposals, a request for quotations or any other solicitation or request by which we invite a person to participate in a procurement.

Specifications: Means any description of physical or functional characteristics, or of the nature of a material, service or construction of item. Specifications may include a description or any requirement for inspecting, testing or preparing a material, service or construction item for delivery.

State: The State of Michigan.

Subcontractor: Any person, firm or corporation, other than employees of the Contractor, who or which contracts with the Contractor or its Subcontractors to furnish, or actually furnishes labor, or labor and materials, or labor and equipment, at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.

Supplemental Purchase Order: A purchase order issued to add, delete or change Work from an existing, related Purchase Order.

Technical Specifications: The comprehensive listing of the Participating Public Agency's standards for quality of workmanship and materials, and the standard for the required quality of the Work.

Unit Price: The price published in the Construction Task Catalog for a Task.

Work: The labor, material, equipment, and services necessary or convenient to the completion of Purchase Orders.

Purchase Order Completion Time: The period of time set forth in the Purchase Order within which the Contractor must complete the Detailed Scope of Work.

Purchase Order Price: The value of the approved Price Proposal and the lump sum price to be paid to the Contractor for completing the Detailed Scope of Work within the Purchase Order Completion Time.

Vendor: Means any provider or seller of goods and/or services that has a contractual relationship with the City or the Participating Public Agency.

Winning Supplier(s): The contractor(s) who have been awarded a contract as a result of this ITB.

1. Scope of Work

A Job Order Contract is an indefinite quantity contract pursuant to which the Contractor may perform an ongoing series of individual Projects at different Sites throughout the Regions. A Job Order Contract includes a Construction Task Catalog® containing construction tasks with preset Unit Prices. All Unit Prices are based on local labor, material and equipment prices and are for the direct cost of construction.

As Projects are identified the Participating Public Agency (or the Participating Public Agency Designated Representative), with the assistance of Gordian, will identify Projects and develop a draft scope of the work. The Contractor and Gordian will then assist the Participating Public Agency in developing a final scope of work. The Participating Public

Agency will then issue a Detailed Scope of Work and a Request for Proposals to the Contractor. The Contractor will then utilize Gordian's JOC System to prepare a Price Proposal for the Purchase Order including a Schedule, list of identified subcontractors, and other requested documentation such as cut sheets for materials. Gordian will assist the Participating Public Agency with Price Proposal review, and if the Price Proposal is found to be reasonable, the Participating Public Agency will issue a Purchase Order to Contractor. The Purchase Order will reference the Detailed Scope of Work and set forth the Purchase Order Completion Time, and the Purchase Order Price. The Contractor will perform the Detailed Scope of Work within the Purchase Order Completion Time for the Purchase Order Price. Extra Work, credits, and deletions will be contained in Supplemental Purchase Orders calculated in the same manner.

If the Job Order Proposal Package is found to be complete and reasonable, a Job Order and Purchase Order may be issued.

A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. One or more Job Orders will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order.

The Contractor shall provide all pricing, management, incidental drawings, shop drawings, samples, documents, Work, materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment needed to complete each Job Order. The Contractor shall also be responsible for Site safety as well as Site preparation and cleanup during and after construction. All costs associated with the above scope of work and the preparation of proposals shall be the responsibility of the Contractor.

The Work shall be conducted by the Contractor in strict accordance with the Contract Documents. The Contractor shall maintain accurate and complete records, files and libraries of documents to demonstrate compliance with Federal, State, and local regulations, codes, applicable laws, and manufacturers' instructions and recommendations which are necessary and related to the Work to be performed.

The Contractor shall prepare and submit required reports, maintain current record drawings, and submit required information. The Contractor shall provide: materials lists to include trade names and brand names, and model materials lists to include trade names, brand names, model number, and ratings (if appropriate) for all materials necessary to complete the Job Order.

All Work shall comply with any applicable standards, including those specified in the Contract Documents. If the Job Order specifies a standard which is different or more stringent, the standard used in the Job Order shall control:

- Job Order Contract Technical Specifications
 - The Technical Specifications are numbered and organized in the Construction Specification Institute's (CSI) master format. All specifications are filed in divisions per CSI guidelines.

- The intent of these specifications is to furnish concise industry and commercial standards for construction, maintenance or repair of Participating Public Agency facilities.
- Reference in the Technical Specifications or the Construction Task Catalog® to a specific manufacturer, trade name, or catalog is intended to be descriptive but not restrictive and only to indicate to the prospective Proposer items that will be satisfactory.

2. Procedure for ordering work

Initiation of a job order: As the need exists, the City (or their designated representative) will, on behalf of a Participating Public Agency, notify the Contractor of a Project and schedule a Joint Scope Meeting.

The Contractor will attend the Joint Scope Meeting to discuss, at a minimum:

- the general scope of the Work,
- alternatives for performing the Work and value engineering,
- access to the Site and protocol for admission,
- hours of operation,
- staging area,
- requirements for professional services, sketches, drawings, and specifications,
- requirements for catalog cuts, technical data, samples and shop drawings,
- project schedule,
- requirement for bonding
- the presence of hazardous materials, and
- date on which the Price Proposal Package is due

Upon completion of the joint scoping process, the City (or their designated representative), working with the Participating Public Agency and the Contractor, will prepare a Detailed Scope of Work referencing any sketches, drawings, photographs, and specifications required to document accurately the work to be accomplished. City (or their designated representative) will issue a Request for Proposal that will require the Contractor to prepare a Proposal Package. The Detailed Scope of Work, unless modified by both the Contractor and the City (or their designated representative), will be the basis on which the Contractor will develop its Price Proposal and City (or their designated representative) and the Participating Public Agency will evaluate the same. The Contractor does not have the right to refuse to perform any Task or any work in connection with a particular Project.

The Participating Public Agency may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the Participating Public Agency cannot agree on the quantities required, or for any other reason as determined by the Participating Public Agency . In all such cases, the City (or their designated representative) shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.

Preparation of the Job Order Proposal Package: The Contractor's Job Order Proposal Package shall include, at a minimum:

- Job Order Price Proposal;
- Required drawings or sketches;
- List of anticipated Subcontractors;
- Construction schedule;
- Other Participating Public Agency -requested documents.

The Job Order Price shall be the value of the approved Job Order Price Proposal.

The value of the Job Order Price Proposal shall be calculated by summing the total of the calculations for each Pre-priced Tasks (unit price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.

Preparation of the Job Order Price Proposal: The Contractor will prepare Job Order Price Proposals in accordance with the following:

- **Pre-priced Tasks:** A Pre-priced Task is a Task described and for which a Unit Price is set forth in the Construction Task Catalog®. The Contractor will select the appropriate Pre-priced Tasks, and enter the accurate quantity, and the appropriate Adjustment Factor.
- **Non Pre-priced Tasks:** A Non Pre-priced Task is a Task which is not in the Construction Task Catalog®.
 - Information submitted in support of Non Pre-priced Tasks shall include, but not be limited to, the following:
 - Catalog cuts, specifications, technical data, drawings, or other information as required to evaluate the task.
 - If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-priced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, the Contractor must submit three independent quotes from subcontractors. The Contractor shall not submit a quote or bid from any supplier or subcontractor that the Contractor is not prepared to use. The Participating Public Agency may require additional quotes and bids if the suppliers or subcontractors are not acceptable or if the prices are not reasonable.
- The final price submitted for Non Pre-priced Tasks shall be according to the following formula:

For Work Performed with the Contractor's Own Forces:

- A. The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity;
- B. The rate for each piece of Equipment not in the Construction Task Catalog® multiplied by the quantity;
- C. Lowest of three independent quotes for all materials

- Total for a Non Pre-priced Task performed with Contractor's Own Forces = $(A+B+C) \times \text{Non Pre-Priced Task Adjustment Factor}$

For Work Performed by Sub-contractors:

- D = Lowest of three Subcontractor quotes
- Total for a Non Pre-priced Task performed by Subcontractors = $D \times \text{Non Pre-Priced Task Adjustment Factor}$
- After a Non Pre-priced Task has been approved by City (or their designated representative), the Unit Price for such task will be established, and fixed as a permanent Non Pre-priced Task which will no longer require price justification.
- City (or their designated representative) determination as to whether a task is a Pre-priced Task or a Non Pre-priced Task shall be final, binding and conclusive as to the Contractor.
- If the Contractor is required to pay an application fee for filing a project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a Reimbursable Task to be paid as required (See Section Three: General Terms and Conditions for JOC, Article 19, Permits and filings) the Contractor shall provide incidental engineering and architectural services required in connection with a particular Job Order including drawings and information required for filing.

The Contractor's Job Order Proposal Package shall be submitted by the date indicated on the Job Order Request for Proposal. All incomplete Job Order Proposal Packages shall be rejected. The time allowed for preparation of the Contractor's Job Order Proposal Package will depend on the complexity and urgency of the Job Order but should average between seven and fourteen days. On complex Job Orders, such as Job Orders requiring incidental engineering/architectural drawings and approvals and permits, allowance will be made to provide adequate time for preparation and submittal of the necessary documents.

In emergency situations and minor maintenance and repair Job Orders requiring immediate completion, the Job Order Proposal Package may be required quickly and the due date will be so indicated on the Job Order Request for Proposal or, as described below, the Contractor may be directed to begin work immediately with the paperwork to follow.

If the Contractor requires clarifications or additional information regarding the Detailed Scope of Work in order to prepare the Job Order Proposal Package, the request must be submitted so that the submittal of the Job Order Proposal Package is not delayed.

Review of the Job Order Proposal Package.

- City (or their designated representative) will evaluate the entire Job Order Proposal Package and compare it with the Detailed Scope of Work to determine the reasonableness of approach, as well as the appropriateness of the tasks and quantities proposed.
 - The means and methods of construction shall be such as the Contractor may choose; subject however, to City (or their designated representative) right to reject means and methods proposed by the Contractor that:
 - Will constitute or create a hazard to the Work, or to persons or property; or

- Will not produce finished Work in accordance with the terms of the Contract; or
- Unnecessarily increases the price of the Job Order when alternative means and methods are available.
- By submitting a Job Order Proposal Package, the Contractor agrees to accomplish the Detailed Scope of Work in accordance with the Job Order Request for Proposal at the lump sum price submitted. It is the Contractor's responsibility to include the necessary Pre-priced Tasks and Non Pre-priced Tasks and quantities in the Job Order Price Proposal prior to delivering it to the City (or their designated representative).

Delivery of the Job Order to the Participating Public Agency .

- City (or their designated representative) reaches an agreement with the Contractor on the Job Order Proposal Package and any requested revision thereto, if applicable, the City (or their designated representative) will deliver the Job Order for the Participating Public Agency's consideration.
- Each Job Order shall reference the Detailed Scope of Work and set forth the Job Order Price and the Job Order Completion Time. All clauses of this Job Order Contract shall be applicable to each Job Order. The Purchase Order, issued by the Participating Public Agency and delivered to the Contractor constitutes the Participating Public Agency 's acceptance of the Job Order.
- Once the Job Order has been submitted to the Participating Public Agency the Contractor is bound by its content.

Review of the Job Order by the Participating Public Agency and Issuance of Purchase Order.

- The Participating Public Agency will evaluate the entire Job Order and compare it with the Participating Public Agency 's estimate of the Detailed Scope of Work to determine the reasonableness of approach, price, and other factors.
- The Participating Public Agency reserve the right to reject a Job Order or cancel a Project for any reason. The Participating Public Agency also reserves the right not to issue a Purchase Order if it is determined to be in the best interests of the Participating Public Agency . The Participating Public Agency may perform such work by other means. The Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to the costs to attend the Joint Scope Meeting, review the Detailed Scope of Work, prepare a Job Order Proposal Package (including incidental architectural and engineering services), Subcontractor costs, and the costs to review the Job Order Proposal Package with City (or their designated representative) and the Participating Public Agency .
- The Participating Public Agency may request changes to or clarifications of any part of the Job Order. The Contractor and City (or their designated representative) will work together to make any requested revisions in a timely manner and resubmit a revised Job Order.
- Upon approval by the Participating Public Agency, the Participating Public Agency may issue a Notice to Proceed, a Purchase Order, Notice of Award, or similar document accepting the Contractor's offer.
- If performance and payment bonding is required, or if a separate and /or special insurance certificate is required. The Contractor will deliver such requirements to the City Participating Public Agency within ten (10) days of notification of the requirement.

In the event that immediate emergency response is necessary, the Contractor shall be required to follow alternative procedures as established by the City. The Contractor shall begin the Work for a Job Order as directed by the Participating Public Agency notwithstanding the absence of a fully developed Job Order Request for Proposal, Detailed Scope of Work, Job Order Proposal Package or Job Order. The Contractor shall be compensated for such Work as if the Work had been ordered under the standard procedures.

3. Job Order Contracting Software and System License

Job Order Contracting Software: The Owner selected The Gordian Group's (Gordian) Job Order Contracting ("JOC") System for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC software applications (JOC Applications) and construction cost data (Construction Task Catalog®), which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Price Proposals, subcontractor lists, and other requirements specified by the Owner. Contractor's use, in whole or in part, of Gordian's JOC Applications, Construction Task Catalog® and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for the Owner is strictly prohibited unless otherwise approved in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following JOC System License.

JOC System License: Gordian hereby grants to the Contractor for the term of this Contract, a non-exclusive right, non-transferable, privilege, and license to Gordian's proprietary JOC System (comprised of the JOC software applications and support documentation, the CTC, construction cost data, Technical Specifications, training materials, marketing materials and any other proprietary materials provided to Contractor by Gordian (collectively referred to as "Proprietary Information"). The Proprietary Information will be used for the sole purpose of executing Contractor's responsibilities to the City and the Participating Public Agency s under this Contract ("Limited Purpose"). In the event this Contract expires or terminates as provided herein, or the Gordian's contract with City expires or terminates, this JOC System License will terminate, and the Contractor will return all Proprietary Information in its possession to Gordian.

Contractor acknowledges that Gordian will retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights, and trade secrets. Contractor will have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor must not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract and must at all times maintain complete confidentiality with regard to the Proprietary Information provided to Contractor, subject to federal, state and local laws related to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Contract by Contractor will result in irreparable harm to Gordian for which monetary damages would be an

inadequate remedy, and Gordian will be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to this JOC System License to enforce the provisions of this Contract or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party will be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Contract or any Order, Purchase Order or similar purchasing document (Purchase Order) issued by the City or a Participating Public Agency, this JOC System License will take precedence.

5. Term of Contract and Purchase Orders Issued

The term of the Contract will be three (3) years following the contract award date with the option to renew for two (2) additional one (1) year terms. The anticipated full term of the contract is five (5) years.

A Job Order may be issued by a Participating Public Agency at any time during the term of this Contract Agreement even though the Work and the payments made for such Work may occur after the term ends. All the provisions of this Contract Agreement are incorporated into each Job Order issued hereunder.

6. Option to Bilaterally Extend Contract

The term of the Contract will be three (3) years following the contract award date with the option to renew for two (2) additional one (1) year terms. The anticipated full term of the contract is five (5) years.

In the event the Contract Agreement expires before another bid is awarded, the City, through its Director of Purchasing, has the option and reserves the right to unilaterally extend the original contract term or any renewal term for up to three (3) additional thirty (30) day periods, at the same terms and conditions. Notice of the City's intent to renew shall be provided by the City in writing to the Contractor Supplier prior to the expiration of the contract, or the renewal period if the contract has been previously renewed.

The Construction Task Catalog issued with this solicitation will be in effect for the first year of this contract (i.e., until June 15, 2023). On the anniversary of this contract (i.e. June 14, 2024 and each June 14th thereafter during the term) a new Construction Task Catalog will be furnished to address the escalation or de-escalation of costs of materials and services. The new Construction Task Catalog will be effective for the 12-month period after the anniversary date. The Construction Task Catalog that accompanies each anniversary shall only apply to Purchase Orders issued after the effective date of that specific renewal term and shall have no impact on Purchase Orders issued prior to the effective date of that specific renewal term.

The Adjustment Factors submitted with the Contractor's Proposal shall be used for the full term of the Contract. On the annual anniversary of the Contract, City shall issue the Contractor the new Construction Task Catalog. The Contractor shall use the Construction Task Catalog in effect on the

date the Proposal is due. However, the Contractor cannot delay the issuance of a Proposal to take advantage of a scheduled update of the Construction Task Catalog. In that event the Contractor shall use the Construction Task Catalog that would have been in effect without delay.

City's eZIQC Contract is powered by Gordian's Construction Task Catalogs which have been created exclusively for these contracts. The Construction Task Catalog is a collection of construction and construction related tasks with pre-established Unit Prices. As part of this contract new Construction Task Catalogs will be published annually by Gordian's team of data analysts who monitor the escalation and de-escalation of construction material, equipment and labor costs through multiple industry standard indicators. The issuance of new Construction Tasks Catalogs will include updated unit prices as determined through research completed by Gordian's data team. The new Construction Task Catalog will ensure competitive pricing for Participating Public Agency's and Contractors throughout the duration of the contract.

7. Regions

Contractor will primarily work in the Bid Region designated. However, if both parties agree, the Contractor may work in another Bid Region at the Adjustment Factors proposed or as adjusted according to Article 6 above. If a Contractor holds multiple contracts, when performing work outside the Bid regions it will always use the contract that results in the lowest price for the Participating Public Agency.

Contractor shall extend all Contract terms and conditions to any new Participating Public Agency in the Bid Region designated, as well as any other Bid Region, throughout the Contract term.

8. Assignment of Work

The assignment of the Work is at the sole discretion of the Participating Public Agency. The Contractor's Adjustment Factors, performance history, and ability to perform the Work will be considered in determining the distribution of the Work.

Participating Public Agencies may request the use of BidSafe to Select a Contractor. BidSafe is a propriety software product of Gordian that offers a secure, online construction procurement process. The use of BidSafe will be subject to Gordian's BidSafe Requirements.

9. Changes

Changes to the Contract Agreement may be accomplished after execution of the Contract Agreement and without invalidating the Contract, by Change Order.

Changes to a Job Order: The Participating Public Agency reserves the right to make, in writing, at any time during the Work, changes in the Detailed Scope of Work as are necessary to satisfactorily complete the Project, and to delete in whole or in part, or to add to, the Detailed Scope of Work. The Participating Public Agency, without invalidating the Job Order, may order changes in the Work by issuing a Supplemental Job Order. Changes, deletions, or additions will not invalidate the Job Order nor release the surety, if any, and the Contractor agrees to perform the Work as altered.

Credits for Pre-priced and Non Pre-priced Tasks shall be calculated at the pre-set Unit Prices and multiplied by the appropriate Adjustment Factors and multiplied by the appropriate quantities. The

result is that a credit for Tasks that have been deleted from the Detailed Scope of Work will be given at 100% of the value at which they were included in the original Job Order Price Proposal.

10. Payment and Performance Bonds and Material and Workmanship Bonds

If required by the Participating Public Agency for a particular Job Order, the Contractor shall deliver a Payment Bond and a Performance Bond equal to the Job Order Price of such Job Order. The bonds must be in a form, and executed by a surety, acceptable to the Participating Public Agency. The bonds must be received before the Notice to Proceed will be issued. The Contractor shall be compensated for the cost of the bonds up to 2% of the Job Order Price through the Reimbursable Fee work task in the Construction Task Catalog®. The Contractor shall apply a 1.1000 Adjustment Factor to the Reimbursable Fee task in the Construction Task Catalog® rather than applying one of the Contractor's proposed Adjustment Factors.

11. Prevailing Wage and Participating Public Agency Participation Requirements

If required on a Job Order, the Contractor shall pay prevailing wages to all workers in accordance with applicable laws. The wage rates used for the Construction Task Catalog® were the prevailing wage rates, if any; in effect at the time the ITB Documents were issued. In the performance of the work, however, contractor shall be fully responsible for paying the generally prevailing hourly rate of wages in effect, as determined by the State Department of Labor, at the time the Work is performed. If the State Department of Labor revises the prevailing rate of hourly wages to be paid for the Work prior to completion of the Project, the revised rate shall apply from the effective date of such revision, however such revision shall not entitle Contractor to any increased compensation.

If other wage rates are required by law, the Contractor shall pay such wages to all workers in accordance with the applicable laws. If the Job Order is performed in whole or in part using federal funding and Davis-Bacon Wages for that area/region apply, the Contractor shall pay Davis-Bacon Wages to all workers in accordance with applicable laws. If Davis-Bacon Wages are required on a Job Order, the requirement shall not entitle Contractor to any increased compensation.

Contractors shall meet any participation goals or requirements established by the Participating Public Agency ordering the Work, and/or satisfy the intent of said goals or requirements, with regard to Small, Local, Minority, Women, Veteran or Disadvantaged Business Enterprises. Additional participation goals may be incorporated into the Job Order Request for Proposal or Detailed Scope of Work.

12. Personnel

The Contractor will employ competent personnel for the development of the Project's Detailed Scope of Work, the preparation of the Price Proposal and the execution of the Work. During the performance of the Work, the superintendent assigned to the Project will represent the Contractor, and communications given to the superintendent will be as binding as if given to the Contractor. Important communications must be confirmed in writing. Other communications will be similarly confirmed on written request in each case.

13. Supervision

The Contractor shall supervise and direct the performance of the Detailed Scope of Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control

over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work. If the Detailed Scope of Work gives specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the Site safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Participating Public Agency and shall not proceed with that portion of the Work without further written instructions from the Participating Public Agency.

The Contractor shall be responsible to the Participating Public Agency for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the work for or on behalf of the Contractor or any of its Subcontractors.

The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

14. Participating Public Agency 's Access to the Work

The Contractor shall provide the Participating Public Agency access to the Work at all times.

15. Participating Public Agency 's Right to Stop Work

The Participating Public Agency may order the Contractor to stop the Work on any Job Order, or any portion thereof, at any time for any reason.

16. Participating Public Agency 's Right to Complete Work

If the Contractor has been ordered to stop the Work, the Participating Public Agency may, without prejudice to other remedies, have the Work completed by any available means.

17. Review of Field Conditions

Before submitting a Job Order Proposal Package, the Contractor shall carefully study the Detailed Scope of Work, as well as the information furnished by the Participating Public Agency, shall take field measurements of any existing conditions related to the Work and shall observe any conditions at the Site affecting it. Any errors, inconsistencies or omissions discovered by the Contractor shall be reported promptly to the HCPS and the Participating Public Agency.

Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the City and the Participating Public Agency, but it is recognized that the Contractor's review is made in the Contractor's capacity as a Contractor and not as a licensed design professional. The Contractor is not required to ascertain that the Detailed Scope of Work is in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, any nonconformity discovered by or made known to the Contractor shall be reported promptly to the City and the Participating Public Agency.

18. Workmanship and Quality

The Contractor may make substitutions only with the consent of the Participating Public Agency.

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in the portions of the Work assigned to them.

19. Permits and Filings

Contractor shall make the necessary arrangements for and obtain all filings and permits required for the Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required. If the Contractor is required to pay an application fee for filing a Project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be reimbursable. The Contractor shall be compensated for the cost of the filings and permits through the Reimbursable Fee work task in the Construction Task Catalog®. The Contractor shall apply a 1.1000 Adjustment Factor to the Reimbursable Fee task in the Construction Task Catalog® rather than applying one of the Contractor's proposed Adjustment Factors. Contractor shall submit written documentation of such fees. The 10% mark-up shall cover all costs over and above the filing and permit fees, including expeditor fees.

The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities applicable to performance of the Work.

It is not the Contractor's responsibility to ascertain that the Detailed Scope of Work is in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if the Contractor observes that any portion of the Detailed Scope of Work is at variance therewith, the Contractor shall promptly notify the City and the Participating Public Agency in writing.

20. Architectural and Engineering Services

Under this Contract it is expected that the level of Architecture and Engineering (A/E) services and design, if any, will be incidental to the Contract and therefore any cost associated with this is to be included in the Contractor's Adjustment Factors. If the level of A/E services for a Purchase Order requires that the Contractor provide stamped drawings and plans, the Contractor will be reimbursed according to the appropriate Task in the CTC. The Contractor will be required, as on any construction project, to provide shop drawings, as-built drawings, project layout drawings and sketches as required.

The preparation of incidental drawings/plans, specifications, shop drawings, product data and samples, as-builts and all other documentation required herein by the Contractor as required by individual Purchase Orders is part of the Scope of Work of this Contract and the cost there of will be included in the Contractor's Adjustment Factors.

21. Shop Drawings, Product Data and Samples

Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Detailed Scope of Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Detailed Scope of Work. Submittals which are not required by the Contract Documents may be returned by the Participating Public Agency without action.

The Contractor shall review for compliance with the Contract Documents, approve and submit to the Participating Public Agency Shop Drawings, Product Data, Samples and similar submittals required with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Participating Public Agency or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor may be returned by the Participating Public Agency without action.

By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Detailed Scope of Work and of the Contract Documents.

The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Participating Public Agency.

The Work shall be performed in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Participating Public Agency's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Participating Public Agency in writing of such deviation at the time of submittal and (1) the Participating Public Agency has given written approval to the specific deviation as a minor change in the Work, or (2) a Supplemental Job Order or written notice has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Participating Public Agency's approval thereof.

The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Participating Public Agency on previous submittals. In the absence of such written notice the Participating Public Agency's approval of a resubmission shall not apply to such revisions.

All costs for normal submittal information (shop drawings, cut sheets, performance information, installation or erection drawings, etc.) are to be considered included in the CTC line item costs. Any adjustment desired is to be incorporated into the contractor's Adjustment Factors.

The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Detailed Scope of Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Detailed Scope of Work, the Participating Public Agency will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations,

specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Project Participating Public Agency Manager. The Participating Public Agency shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Participating Public Agency has specified to the Contractor all performance and design criteria that such services must satisfy. The Participating Public Agency will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Detailed Scope of Work. The Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Detailed Scope of Work.

22. Cutting and Patching

The Contractor shall be responsible for cutting, fitting or patching required to complete the Detailed Scope of Work or to make its parts fit together properly.

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Participating Public Agency or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Participating Public Agency or a separate contractor except with written consent of the Participating Public Agency and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Participating Public Agency or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

23. Installation

Equipment and/or product installation shall be performed in a reasonable amount of time and be scheduled directly with the public agency. Installation shall be in accordance with the manufacturer's instructions and shall be accomplished by a skilled, certified and properly licensed individual.

24. Punch List Completion

The Contractor understands and agrees that time is of the essence in closing out the Work of this Contract. Upon Substantial Completion of the Work, the Punch List will be transmitted to the Contractor from the Participating Public Agency. The Contractor agrees to begin performance of Punch List Work immediately after receipt of the Punch List.

Failure of the Contractor or its Subcontractors to begin the Punch List Work within three (3) business days after receipt of the Punch List will be construed as failure to prosecute the Work of the Contract.

Punch List Work will be continuously prosecuted once begun and completed within thirty (30) Days from the receipt of the Punch List. Should the Contractor fail to complete the Punch List within this period of time, the liquidated damages from the Contract General Conditions will apply.

25. Cleaning Up

The Contractor shall keep the Site and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Job Order. At completion of the Work, the Contractor shall remove from and about the Site all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

If the Contractor fails to clean up, the Participating Public Agency may do so and the cost thereof shall be charged to the Contractor.

26. Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold City and the Participating Public Agency harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Participating Public Agency . However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Participating Public Agency.

27. Indemnification

To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by insurance purchased by the Contractor, the Contractor shall indemnify and hold harmless the City, the Participating Public Agency , consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph.

In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

28. Subcontractors

The Contractor, as soon as practicable after award of the Job Order, shall furnish in writing to the Participating Public Agency the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each portion of the Work. The Participating Public Agency will promptly reply to the Contractor in writing stating whether or not,

after due investigation, Contractor has reasonable objection to any such proposed person or entity. Failure of the Participating Public Agency to reply promptly shall constitute notice of no reasonable objection.

The Contractor shall not contract with a proposed Subcontractor or entity to whom the Participating Public Agency has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

If the Participating Public Agency has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Participating Public Agency has no reasonable objection.

29. Coordination with Other Contractors

The Participating Public Agency reserves the right to perform construction or operations related to the Job Order with the Participating Public Agency's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the Site.

The Participating Public Agency shall provide for coordination of the activities of the Participating Public Agency's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Participating Public Agency in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Participating Public Agency until subsequently revised.

30. Request for Extension of Time

If the Contractor is delayed at any time in the commencement or progress of the Detailed Scope of Work by an act or neglect of the Participating Public Agency, or of an employee of either, or of a separate contractor employed by the Participating Public Agency, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the Participating Public Agency determines may justify delay, then the Job Order Completion Time shall be extended for such reasonable time as the Participating Public Agency may determine.

The Contractor agrees to make no claim for damages for the delay in the performance of any Job Order occasioned by any act or omission to act of the Participating Public Agency or any of their representatives and agrees that any such claim shall be fully compensated for by an extension of time as provided herein.

31. Buyer Delays

The contractor will negotiate with the Participating Public Agency for the recovery of damages related to expenses incurred by the contractor for a delay for which the public agency is responsible, which is unreasonable, and which was not within the contemplation of the parties to the contract between the two parties. Compensation for received goods, terms of progress payments, and a schedule of payments should be described in the contract.

32. Construction Contract Requirement

Terms for acceptance by the public agency and title to work must be clearly agreed upon and described in the contract between the contractor and the Participating Public Agency. If any part of the construction requires the owner to assume control before the completion, this needs to be defined. Both parties must agree on the definition of what constitutes final acceptance before payment of any retained compensation. Upon completion of the project, the worksite shall be left in good condition and equal to the condition of the site prior to commencing the project.

If any work is to be performed by the Participating Public Agency, it must be clearly defined and agreed to by the Participating Public Agency and the prime contractor prior to the start of the project.

33. Construction Schedule

The Participating Public Agency retains the right to extend the schedule of work or to suspend the work and direct the prime contractor to resume work when appropriate. The agreement must describe an equitable adjustment for added costs caused by any delay or suspension. Any increases will be invoiced as allowed in this agreement.

The schedule for performance of work that can be met without planned overtime is the responsibility of the prime contractor.

The cost for each project shall include all costs of all necessary trained personnel to complete the project on or before the completion date set forth in the contract. The Participating Public Agency shall not incur additional expense for upsized crews or overtime costs, which might be necessary for the contractor to complete the project on schedule.

34. Coordination

The contractor and the Participating Public Agency shall coordinate activities so as to avoid conflicts. The contractor will make every effort not to interrupt scheduled activities with work under this contract. The contractor will notify the public agency of any construction work that may negatively impact scheduled public agency activities.

The contractor shall employ such methods or means as will not cause any interruption of, or interference with work of any other contractor on the project site.

35. Condition and Delivery of Construction Material

The contractor will deliver materials to the worksite in new, dry, unopened, and well- marked containers showing product and prime contractor's name clearly marked. Delivery of damaged or unlabeled materials will not be accepted.

The contractor will deliver materials in sufficient quantity to allow for continuity of work. Delivery will be coordinated with the public agency's designated contact person.

The contractor shall take all necessary precautions to protect materials from damage, theft and misuse. The public agency shall have no responsibility for such precautions or lack of protection.

Damaged or rejected materials shall be immediately removed from the project area.

36. Partial Occupancy or Use

The Participating Public Agency may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Participating Public Agency and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Participating Public Agency. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Participating Public Agency and Contractor.

Immediately prior to such partial occupancy or use, the Participating Public Agency and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

37. Identification and Security Requirements

The Contractor shall comply with all identification and security requirements that the Participating Public Agency may establish.

38. Protection of Persons and Property

The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- employees on the Work and other persons who may be affected thereby;
- the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

The Contractor shall erect and maintain, as required by existing conditions and performance of the Detailed Scope of Work, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Participating Public Agency and users of adjacent sites and utilities.

When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the Participating Public Agency or anyone directly or indirectly employed by it, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's other obligations included herein.

The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Participating Public Agency.

The Contractor shall not permit any part of the construction or Site to be loaded so as to endanger safety.

39. Tests and Inspections

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Participating Public Agency, or with the appropriate public authority. The Contractor shall give the Participating Public Agency timely notice of when and where tests and inspections are to be made so that the Participating Public Agency may be present for such procedures.

If the Participating Public Agency or public authorities having jurisdiction determine that portions of the Work require, through no fault of the Contractor, additional testing, inspection or approval, the Participating Public Agency will instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Participating Public Agency, and the Contractor shall give timely notice to the Participating Public Agency of when and where tests and inspections are to be made so that the Participating Public Agency may be present for such procedures. Such costs shall be at the Participating Public Agency's expense.

If such procedures for testing, inspection or approval reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures shall be at the Contractor's expense.

Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Participating Public Agency.

If the Participating Public Agency is to observe tests, inspections or approvals required by the Contract Documents, the Participating Public Agency will do so promptly and, where practicable, at the normal place of testing.

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

40. Hazardous Materials

If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to lead based paint, asbestos or polychlorinated biphenyl (PCB), encountered on the Site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop the Work in the affected area and report the condition to the Participating Public Agency in writing.

The Participating Public Agency shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the Participating Public Agency shall furnish in writing to the Contractor the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the Task of removal or safe containment of such material or substance. The Contractor will promptly reply to the Participating Public Agency in writing stating whether or not it has reasonable objection to the persons or entities proposed by the Participating Public Agency. If the Contractor has an objection to a person or entity proposed by the Participating Public Agency, the Participating Public Agency shall propose another to whom the Contractor has no reasonable objection. When the material or substance has been rendered harmless, the Work in the affected area shall resume upon written agreement of the Participating Public Agency and Contractor. The Job Order Completion Time shall be extended appropriately.

To the fullest extent permitted by law, the Participating Public Agency shall indemnify and hold harmless the Contractor, and its agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described herein and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

The Participating Public Agency shall not be responsible for materials and substances brought to the Site by the Contractor unless such materials or substances were required by the Detailed Scope of Work.

If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing the Work as required by the Contract Documents, the Participating Public Agency shall indemnify the Contractor for all cost and expense thereby incurred.

41. Insurance

Insurance requirements are included Article 43 Section 1 General Terms and Conditions and Section 2 - Technical Proposal Form 4: Insurance Requirements. The insurance requirements apply to City of Rochester Hills. Participating Public Agencies may have differing requirements that may be applied on a Purchase Order by Purchase Order basis.

42. Licenses

The Contractor must maintain valid and current federal, state, and local licenses, bonds, and permits required for the operation of the business that the Contractor conducts with the City and Participating Public Agencies.

43. Labor Practices

The contractor must agree to treat its labor in keeping with the labor contract agreement and to the best interest of the Participating Public Agency. Any overtime practices or retroactive agreements with labor unions that would be to the detriment of the Participating Public Agency must be limited to only those approved by the Participating Public Agency.

The method and manner of performance must be stated: employees of the contractor are not employees of the Participating Public Agency. The level of competency of the personnel will be subject to approval by the Participating Public Agency. The contractor must agree to comply with all local, state, and federal laws. The contractor must make every effort to ensure that adjoining property owners are in no way disturbed by noise, pollutants, material hauling operations. The contractor must establish procedures to deal with fire, theft, and storm damage. The contractor must test and establish effective methods to guarantee safety on the job site relating to the health and welfare of the Participating Public Agency's employees.

Participating Public Agency's shall have the right to require the contractor to remove from the project, any employee or representative, subcontractor or supplier that may be deemed incompetent, careless or unacceptable.

To ensure quality of workmanship, all work performed under this contract shall be performed by experienced, trained, certified and/or licensed craftsmen and laborers, and shall be under the supervision of the foremen or supervisor.

The contractor shall furnish the services of an experienced foreman or supervisor who will continually oversee work on the project. The foreman or supervisor shall provide continuous supervision, coordination and inspection of the work being performed under this contract.

44. Liquidated Damages

If provided for in the Invitation to Bid, City or the Participating Public Agency may assess liquidated damages for each day after the Purchase Order Completion Time that the Detailed Scope of Work is not complete. It is understood and agreed by and between Contractor, City, and the Participating Public Agency, that time is of the essence in all matters relating to Liquidated Damages. The liquidated damages will be determined on a Purchase Order by Purchase Order basis.

46. Project Completion

Upon completion of the work, the contractor shall present the Participating Public Agency with all documents necessary to close out the project. Maintenance manuals, drawings, warranties on installed equipment, etc. shall be given to the Participating Public Agency.

If the Participating Public Agency discovers an unfinished job that should have been completed, even if final payments are made, the contractor will complete the work in a timely fashion at no additional cost.

47. Public Works

The contractor shall be responsible for the preservation of all public and private property included on or adjacent to the worksite. The requirement shall apply to the surface and hidden features of the property.

Construction work on public buildings shall be in compliance with all currently applicable state and local building, plumbing, electrical, fire, fire prevention and mechanical codes.

48. Restoration

The contractor shall agree to repair, rebuild or otherwise restore any property on or adjacent to the worksite that was damaged during the course of work on the project. Such restoration shall be at the contractor's expense and is not subject to reimbursement by the Participating Public Agency.

49. Retention

Retention payments will be governed by any applicable state and local laws in the area where work is being performed, and by any supplemental agreement made between the Participating Public Agency and the contractor.

If the Participating Public Agency and the contractor agree to a substitute security, the agreement must be in full compliance with any applicable state and local laws. If a substitute security is agreed to, the contractor must provide the Participating Public Agency with a signed and acknowledged waiver of any right or power of the obligor to set off any claim against the public agency.

50. Compliance with Laws

In connection with the performance of this Agreement, the Contractor shall comply with all applicable laws, rules and regulations. The parties hereto agree that every provision of law required to be inserted herein be deemed a part hereof. It is further agreed that if any such provision is not inserted or is incorrectly inserted, through mistake or otherwise, this Agreement shall be deemed amended so as to comply strictly with the law.

51. Rules Regulations and Codes

All work will be accomplished in conformance to OSHA safety requirements, and any additional federal, state, or local fire or safety requirements. When specifications or scope of work will result in a violation of a code or result in an unsafe condition, the contractor must inform the Participating Public Agency of the situation. The contractor will not construct any device or produce any condition that intentionally violates a fire or safety code or standard.

The contractor must advise the Participating Public Agency whenever work is expected to be hazardous to Participating Public Agency employees or their charges (i.e. school children, citizens, etc.).

52. Severance

If the Contract Documents contains any unlawful provision not an essential part of the Contract Documents and which will not appear to have been a controlling or material inducement to the making thereof, the same will be deemed of no effect and will, upon notice by either party, be deemed stricken without affecting the binding force of the remainder.

53. Worksite

The condition of the site before start-up will be agreed upon between the buyer and the contractor and will be written into the contract.

Upon prior written agreement between the contractor and the Participating Public Agency, payment may be made for materials not incorporated in the work but delivered and suitably stored at the worksite or some other location, for installation at a later date. An inventory of the stored materials must be provided to the Participating Public Agency prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the contractor against loss and damage. The contractor agrees to provide proof of coverage and/or addition of the Participating Public Agency as an additional insured upon the Participating Public Agency's request. Additionally, if stored offsite, the materials must also be clearly identified as property of the Participating Public Agency and be separated from other materials. The Participating Public Agency must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Participating Public Agency, it shall be the contractor's responsibility to protect all materials and equipment. The contractor warrants and guarantees that title for all work, materials and equipment shall pass to the public agency upon final acceptance. Payment for stored materials shall not constitute final acceptance of such materials.

54. Computer Software

The Contractor must maintain at its office for its use a computer with an internet connection. The Contractor will be furnished with a copy of the internet based eGordian® software which will allow the Contractor to generate Price Proposals. This software program contains an electronic copy of the Construction Task Catalog and allows the Contractor to select items and quantities for use in a particular Price Proposal. The software generates a Price Proposal in a preset format acceptable to the Participating Public Agency. There is no separate charge to the Contractor for the software and the related software training.

55. Equal Employment Opportunity

All Suppliers, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applies to all construction contracts awarded in excess of \$10,000 by the City and

their contractors or subgrantees). (Applies to all contracts, subcontracts and subgrants when required by Federal grant program legislation).

56. Contract Hours And Work Safety Standards Act

All vendors, contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). (Applies to all construction contracts awarded by the City and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers). (Applies to all contracts, subcontracts and subgrants when required by Federal grant program legislation).

57. Davis-Bacon Wage Act

All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to construction contracts in excess of \$2000 awarded by the City and subgrantees when required by Federal grant program legislation). (Applies to all contracts, subcontracts and subgrants when required by Federal grant program legislation for construction or repair in excess of \$2000).

58. Copeland “Anti-Kickback” Act

All Suppliers, contractors and subcontractors must comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and subgrants for construction or repair). (Applies to all contracts, subcontracts and subgrants when required by Federal grant program legislation for construction or repair).

59. Solid Waste Disposal Act

It is the contractor's responsibility for any federally assisted contracts that may result from this RFP or at the Participating Public Agency’s request to comply with section 6002 of the Solid Waste Disposal Act which is incorporated in this contract by the reference:

[Resource Conservation and Recovery Act \(RCRA\) | US EPA](#)

It is the Participating Public Agency’s responsibility to inform the vendor before work begins if a project is federally assisted.

60. Claims and Disputes

All claims or disputes between the Participating Public Agency and Contractor will be resolved by Participating Public Agency’s representative.

61. Audits

City and OMNIA Partners, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier’s provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier’s business or operations.

62. Warranty

Contractor must guarantee items to be free from manufacturer's defects and that defective items will be replaced. Contractor must guarantee standard commercial warranty be provided on all materials and labor. In the event of failure, the Contractor agrees to repair or replace such units at no cost to the City and the Participating Public Agency s.

During the warranty period, neither the final payment nor any provision of the Contract Documents shall relieve the contractor of responsibility for faulty materials, design, workmanship, manufacture, assembly or installation. If after due notice Contractor fails to comply with warranty provisions, Participating Public Agency s may, at their option, have the defects corrected or items replaced from the best available source and the Contractor shall be liable for all related expenses incurred by the Participating Public Agency.

All Work furnished under this Contract shall be guaranteed against defective materials and workmanship, improper performance and non-compliance with the Contract Documents for a period of one year after final acceptance of the Work, except as otherwise specified in other parts of the Contract Documents, or within such longer period of time as may be prescribed by law or provided by the manufacturer.

63. Material Price Spike Adjustments

Material price spike adjustment: For the purpose of this clause, a “major spike” is defined as a spike in a specific material cost of more than 25% above what the cost of that material was on the date the Construction Task Catalog® was issued.

In the event a major spike occurs in a specific material cost, CONTRACTOR may submit a request for a price modification to a Unit Price or individual Job Order. In order to initiate such a request, CONTRACTOR shall,

- i. Identify the specific material that has experienced a major spike,
- ii. Identify Pre-priced Task(s) or Job Orders that require the material experiencing a major spike, and
- iii. Demonstrate that the spike exists by submitting a minimum of three quotes on material supplier letterhead to show that the current price meets the “major spike” definition above.

City or Participating Public Agency, after review of a request, may elect to adjust the Unit Price or Job Order by considering it a Non-Pre-Priced item. The adjustment will be for the difference between the material cost at the time the Construction Task Catalog® was issued times the quantity stated in the Job Order. The adjustment will not include any other markup, and the Non-Pre-Priced adjustment factor will not apply.

City or Participating Public Agency, at its option, may also determine that a drastic decrease in a material cost warrants the same Non-Pre-Priced adjustment downward in the Unit Price or a Job Order.

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ATTACHMENT A



REQUIREMENTS FOR COOPERATIVE CONTRACT TO BE ADMINISTERED BY OMNIA PARTNERS AND GORDIAN

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

EXHIBIT A RESPONSE FOR PIGGYBACK CONTRACT

1.0 Scope of Piggyback Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement between Supplier and OMNIA Partners or The Gordian Group.

1.1 Requirement

The City of Rochester Hills, Michigan (hereinafter defined and referred to as “Principal Procurement Agency”), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector (“OMNIA Partners”), is requesting responses for Job Order Contracting Services for the City of Rochester Hills and Cooperative Program for Public Agencies in Michigan. The intent of this Solicitation is any contract between Principal Procurement Agency and Supplier resulting from this Solicitation (“Master Agreement”) be made available to other public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners’ purchasing program. Registration with OMNIA Partners as a Participating Public

Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement (“MICPA”), an example of which is attached as Exhibit B, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. When Public Agencies register with OMNIA Partners, they are not obligated or committed to use contracts that may be awarded as a result of this Solicitation but may piggyback the contract(s) if they choose. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state they service, including but not limited to Michigan.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners’ requirements to market and promote the resulting Master Agreement to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this Solicitation. OMNIA Partners reserves the right to determine whether or not to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this Solicitation acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier’s products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national or regional basis.

OMNIA Partners will assign The Gordian Group a Director of Partner Development who will serve as the main point of contact for The Gordian Group and the Supplier and will be responsible for managing the overall relationship. The Director of Partner Development will work with The Gordian Group and the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect The Gordian Group and the Supplier

with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with The Gordian Group and the Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media

The OMNIA Partners sales teams will work in conjunction with The Gordian Group and the Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with The Gordian Group and the Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$50M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this Solicitation made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a local, regional, and/or national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners and The Gordian Group. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g. governing law) are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and OMNIA Partners shall agree without being in conflict with the Master Agreement. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e. invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to The Gordian Group and OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating

Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement.

1.5 Objectives of Piggyback Program

This Solicitation is intended to achieve the following objectives regarding availability through OMNIA Partners' program:

- A. Provide a comprehensive competitively solicited and awarded piggyback agreement offering the Services and/or Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, and (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement. Supplier will identify an executive corporate sponsor and a separate cooperative account manager within the Solicitation response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies and further commits that if a Participating Public Agency is eligible for lower pricing through a different contract (to include a national, state, regional or local or cooperative contract held by the Supplier), the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners whether state or nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to The Gordian Group. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

As part of **Section 2, Proposal Forms and Checklist**, Supplier's will be asked to supply the following information, to the best of their ability, in order for the Principal Procurement Agency to determine Supplier's abilities to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

- A. Brief history and description of Supplier to include experience providing similar products and services.
- B. Total number and location of sales persons employed by Supplier.
- C. Number and location of support centers (if applicable) and location of corporate office.
- D. Annual sales for the three previous fiscal years.
 - a. Submit FEIN and Dunn & Bradstreet report.
- E. Describe any green or environmental initiatives or policies.

Job Order Contracting Services in the City of Rochester Hills and OMNIA Partners State of Michigan Cooperative Job Order Contracting Program

- F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.
- G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:
 - a. Minority Women Business Enterprise
 Yes No
If yes, list certifying agency: _____
 - b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
 Yes No
If yes, list certifying agency: _____
 - c. Historically Underutilized Business (HUB)
 Yes No
If yes, list certifying agency: _____
 - d. Historically Underutilized Business Zone Enterprise (HUBZone)
 Yes No
If yes, list certifying agency: _____
 - e. Other recognized diversity certificate holder
 Yes No

If yes, list certifying agency: _____
- H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.
- I. Describe how supplier differentiates itself from its competitors.
- J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.
- K. Felony Conviction Notice: Indicate if the supplier
 - a. is a publicly held corporation and this reporting requirement is not applicable;
 - b. is not owned or operated by anyone who has been convicted of a felony; or
 - c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.
- L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

- A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.
- B. While the intention is for products and services to be provided locally to agencies within the Principal Procurement Agency's region and/or state, include both any region or additional states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.
- C. Identify all other companies that will be involved in providing the products/service to the end user.
- D. Provide the number, size and location of Supplier's offices or facilities.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days
 - ii. Training and education of Supplier's sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies immediately upon award, that could include, but is not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

- iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
 - vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
 - OMNIA Partners standard logo;
 - Copy of original Request for Proposal;
 - Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to OMNIA Partners' website including the online registration page;
 - A dedicated toll-free number and email address for OMNIA Partners
- C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

- E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:
 - i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive

- F. Confirm Supplier will train its sales force on the Master Agreement. At a minimum, sales training should include:
 - i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
 - iv. Knowledge of benefits of the use of cooperative contracts

- G. Provide the name, title, email and phone number for the person(s), who will be responsible for:
 - i. Executive Support
 - ii. Marketing
 - iii. Sales
 - iv. Sales Support
 - v. Financial Reporting
 - vi. Accounts Payable
 - vii. Contracts

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

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

- I. Explain in detail how Supplier will manage the overall program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales

efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

- J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 5 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.
- K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.
- L. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
 - i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.
 - v. Detail Supplier's strategies under these options when responding to a solicitation.

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**EXHIBIT B MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT,
EXAMPLE**

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

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

RECITALS

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

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

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

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

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of health care services is not in furtherance of a primary purpose of the Participating Public Agency.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.
6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.
7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

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

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

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

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

Participating Public Agency:

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

Authorized Signature

Name

Title and Agency Name

Date

Signature
Sarah E. Vavra

Name
Sr. Vice President, Public Sector Contracting

Title

Date

EXHIBIT C PRINCIPAL PROCUREMENT AGENCY CERTIFICATE, EXAMPLE

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

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

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

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

Authorized Signature, [PRINCIPAL PROCUREMENT AGENCY]

Signature

Name

Title

Date

EXHIBIT D FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

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

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

(a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

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

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

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

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

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

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

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

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

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at [52.204-26](#), Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at [52.212-3](#), Offeror Representations and Certifications—Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at [52.204-26](#), or in paragraph (v)(2)(ii) of the provision at [52.212-3](#).

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause [52.204-25](#), Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

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(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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

(d) *Representation.* The Offeror represents that—

(1) It will, will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—
It does, does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

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(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (*e.g.*, microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

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

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

or

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

Critical technology means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

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(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

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(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

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

APPENDIX II TO 2 CFR PART 200

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

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

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

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

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

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

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

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

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

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department

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

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

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

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

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

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

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the

recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

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

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

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

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

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

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

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

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declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

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

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

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

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

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

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

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

Does offeror agree? YES EW _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

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

Does offeror agree? YES EW _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

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

- (1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7. A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.
- (2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF ROLLING STOCK**

CERTIFICATE OF COMPLIANCE

(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES:

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES:

**FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) -
BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS**

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES:

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES:

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

Offeror's Name: CTI Contractor Services, LLC


Address, City, State, and Zip Code: 8756 Trenton Dr - White Lake, MI 48386

Phone Number: 248-698-6900

Fax Number: 248-694-2001

Printed Name and Title of Authorized Representative: Edward G. Wenz, Jr. - Managing Member

Email Address: wenz_ed@yahoo.com

Signature of Authorized Representative: 

Date: 9/9/2023

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

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

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

COMMUNITY DEVELOPMENT BLOCK GRANTS

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Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

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

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


Offeror's Name: CTI Contractor Services, LLC

Address, City, State, and Zip Code: 8756 Trenton Dr - White Lake, MI 48386

Phone Number: 248-698-6900 Fax Number: 248-694-2001

Printed Name and Title of Authorized Representative:
Edward G. Wenz, Jr. - Managing Member

Email Address: wenz_ed@yahoo.com

Signature of Authorized Representative:  Date: 9/9/2023

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

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

“Contract” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the “Master Agreement”.

“Contractor” in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as “Supplier” or “Awarded Supplier”.

Conflicts of Interest

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

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R.

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Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

- 1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.
- 2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.
- 3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

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

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

Affirmative Steps

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

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuming that all firms in the industry, regardless of size, are potential sources; **Materials can vary. Windows are approx 4-5 weeks, Doors, 1-2 weeks, ct siding colors are still varying. GTI has charge accounts with many suppliers.**
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

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

Federal Requirements

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

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

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA’s Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract’s specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year’s Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

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

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

- c.** Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).
- d.** Key Definitions.

 - i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
 - ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.
- e.** Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.
- f.** Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

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

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

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Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

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

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Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

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

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

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

4. DAVIS-BACON ACT

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

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

Suggested Language. The following provides a sample contract clause: Compliance with the Davis-Bacon Act.

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

5. COPELAND ANTI-KICKBACK ACT

- j. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”).
- k. Applicability. This requirement applies to all contracts for construction or repair work above \$2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

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- L. Requirements.** If applicable, the non-federal entity must include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland “Anti-Kickback” Act.

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

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

- c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

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

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

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

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

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

- d. Standard. If the FEMA award meets the definition of “funding agreement” under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R.

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Part 200, Appendix II(F).

- e. Applicability. This requirement applies to “*funding agreements*,” but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”
- f. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

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

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

Clean Air Act

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

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or

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regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

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

9. DEBARMENT AND SUSPENSION

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

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

Suspension and Debarment

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

10. BYRD ANTI-LOBBYING AMENDMENT

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

Part 18.

p. Suggested Language.

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

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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



Signature of Contractor’s Authorized Official

Edward G. Wenz, Jr. - Managing Member

Name and Title of Contractor’s Authorized Official

9/9/2023

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- r. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- s. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- t. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- u. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

13. ACCESS TO RECORDS

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

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

- i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

- iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

- a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

- b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

- c. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1(2018).

- d. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

- e. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

- f. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

- g. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

- h. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

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

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- l. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- m. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- n. “The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to this contract.”
- o. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a

Job Order Contracting Services in the City of Rochester Hills and OMNIA Partners State of Michigan Cooperative Job Order Contracting Program

contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

19. CLEAN WATER STATE REVOLVING FUNDS (CWSRF) AND DRINKING WATER STATE REVOLVING FUNDS (DWSRF)

Should agencies be utilizing Clean Water State Revolving or Drinking Water State Revolving Funds, the following may apply as indicated by the Participating Public Agency:

- p. Neither the State, the U.S. EPA, nor any of its departments, agencies, or employees, are or will be a party to resulting work or local agreements when CWSRF or DWSRF are utilized.
- q. All laborers and mechanics employed by contractors and subcontractors on projects on projects funded directly by or assisted in whole or in part by and through the Clean Water State Revolving Funds (CWSRF) or the Drinking Water State Revolving Funds (DWSRF) shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. Wages to be paid on this project will be governed by the Department of Labor Wage General Decision or Decisions included in the bid documents for this project.
- r. Equal Opportunity in Employment – All qualified applicants will receive consideration for employment without regard to race, color, religion, sex (including pregnancy), sexual orientation, gender identity, national origin, age (40 or older), disability or genetic information. Bidders on this work will be required to comply with the Department of Labor regulations at 41 CFR Part 60-4, relating to Construction Contractors -- Affirmative Action Requirements, which include the President's Executive Order No. 11246, as amended by Executive Order 11375 and Executive Order No. 13672, in the award and administration of contracts awarded under TWDB financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach, which may result in the termination of the awarded financial assistance.
- s. Contractors shall comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participate understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions. The Davis-Bacon prevailing wage requirements apply to Contractors and Subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration or repair

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(including painting) of a treatment works project under the CWSRF or a construction project under the DWSRF.

- t. For prime contracts in excess of \$100,000, Contractors and Subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek. The Fair Labor Standards Act may also apply to Davis-Bacon covered contracts.
- u. Any contracts or subcontracts in excess of \$2,000 must include the provisions of Davis-Bacon Wage Rate Requirements.
- v. Any local agreements or work awarded under this solicitation are subject to the American Iron and Steel (AIS) requirements of Section 608 of the Federal Water Pollution Control Act if CWSRF or DWSRF are involved. As such, the Contractor hereby represents and warrants to and for the benefit of the Participating Public Agency that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in CWSRF or DWSRF related projects will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Participating Public Agency. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Participating Public Agency to enforce this Agreement and recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Participating Public Agency resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part.

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

CTI Contractor Services, LLC

Offeror's Name: _____


Address, City, State, and Zip Code: 8756 Trenton Dr - White Lake, MI 48386

Phone Number: 248-698-6900 Fax Number: 248-694-2001

Printed Name and Title of Authorized Representative: Edward G. Wenz, Jr. - Managing Member

Job Order Contracting Services in the City of Rochester Hills and OMNIA Partners State of Michigan Cooperative Job Order Contracting Program

Email Address: wenz_ed@yahoo.com

Signature of Authorized Representative:  _____

Date: 9/9/2023

EXHIBIT E ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing invitation to bid for purposes of complying with the procedural requirements of said statutes:

| |
|-------------------------|
| State of Michigan |
| City of Rochester Hills |

Lists of political subdivisions and local governments in the above referenced states / districts may be found at [SOM - Michigan Counties](#)

PROPOSAL FORM 12: AGREEMENT TO WORK IN ALL REGIONS OF THE STATE

There are times that a Contractor may need to perform work for certain Participating Public Agency that have facilities in areas outside of the Geographic Region. By acknowledging your acceptance below, you are saying that you will consider performing work in such areas in the State or other States. The Contractor will use the awarded CTC and adjustment factor proposed. If a contractor holds multiple contracts when performing work outside an awarded area the contractor will use the contract that results in the lowest price for the Participating Public Agency. The Contractor will have the option to decline Projects outside of the Geographic Region.

Please circle your intention below:

Yes We agree to consider working in areas outside of the Geographic Region. Yes

No We will NOT consider working outside of the Geographic Region.

Signature



The Proposer shall acknowledge this Proposal by signing and completing the spaces provided below:

Name of Proposer: CTI Contractor Services, LLC

Edward G. Wenz, Jr. - Managing Member

City/State/Zip: 8756 Trenton Dr - White Lake, MI 48386

Telephone No.: 248-698-6900 Fax: 248-694-2001 wenz_ed@yahoo.com

If a partnership, names and addresses of partners:

Edward G. Wenz, Jr. - Managing Member 47%

Dana L. Wenz - 53% Member

Notarized

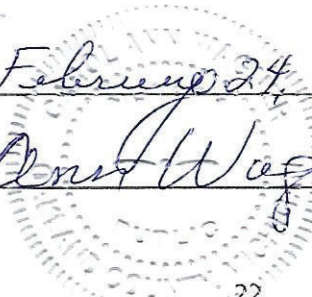
Subscribed and sworn to before me this 10th day of Sept, 2023

Notary Public in and for the County of Oakland

State of Michigan

My commission expires: February 24, 2026

Signature: Carol Ann Wagner





CTI Contractor Services, LLC

> Building, Lead, Asbestos, Mold <

8756 Trenton Dr – White Lake, MI 48386

Office: 248-698-6900 ~ fax: 248-694-2001 ~ Wenz_Ed@yahoo.com



Lic# 2102213550

Sept 9, 2023

City of Rochester Hills
1000 Rochester Hills Dr
Rochester Hills, MI 48309

Re: Conflict of Interest Statement

Sec. 2-6-1. Statement of Purpose.

* The disclosure requirements and standards of conduct apply to public servants including the Mayor, City Council Members, the City Clerk, elected members of the Board of Police Commissioners, appointive officers, appointees, employees, and contractors as defined in Section 2-6- 3 of this Code. The purpose of applying and enforcing these requirements and standards is to ensure that governmental decisions are made in the public’s best interest by prohibiting public servants from participating in matters that affect their personal or financial interests.

We at CTI Contractor Services, LLC agree to not have a conflict of interest with any work or services performed with the City of Rochester Hills. And shall abide by the above statement.

9/9/2023

_____ Date: _____

Edward G. Wenz, Jr. – Member
CTI Contractor Services, LLC



Attachment A – Respondent Questionnaire

PART 1 – RESPONDENT EXPERIENCE / ORGANIZATION

1. Respondent’s Contact Information

Complete the following table for your Sole Point of Contact During RFP Process.

| Single Point of Contact for RFP | Respondent Response |
|---------------------------------|--|
| a. Name | Edward G. Wenz, Jr. |
| b. Title | Managing Member |
| c. Address | 8756 Trenton Dr – White Lake, MI 48386 |
| d. E-mail | Wenz_ed@yahoo.com |
| e. Phone Number | 248-698-6900 |

Complete the following table for your firm’s Partner and or Manager(s) that will be in charge of this project if awarded.

| Partner and or Manager Contact Details | Respondent Response |
|--|--|
| a. Name | Edward G. Wenz, Jr. |
| b. Title | Managing Member |
| c. Address | 8756 Trenton Dr – White Lake, MI 48386 |
| d. E-mail | Wenz_ed@yahoo.com |
| e. Phone Number | 586-291-1616 |

2. Respondent Background Information

Complete this table with your background information. Proposals by a partnership or joint venture shall list the full names and addresses of all parties to the joint venture by completing this table for all parties.

| | Respondent Response |
|---|--|
| a. Full legal business name. | Lead Renovator Training, LLC DBA CTI Contractor Services, LLC |
| b. Full legal business address of the firm’s principal place of business and, if different, the location of the place of performance of the contract. | 8756 Trenton Dr – White Lake, MI 48386 |
| c. Business entity designation, e.g., sole proprietor, Inc., LLC, or LLP. | LLC |
| d. Current tax status and Federal Employer Identification Number (FEIN) (if applicable). | 27-1871951 |
| e. State company formed in. | Michigan |
| f. Company phone number. | 248-698-6900 |
| g. Website address (if applicable). | www.cti-services.net |
| h. Number of years in business. | 13 yrs under this company. Been builder for 28 yrs |



| | Respondent Response |
|---|--|
| i. Average number of employees during each of the last three (3) years. | 30 |
| j. Does your company have experience working with the City of Detroit? If so, please list the contracts you hold or have held with the City of Detroit for the last 5 years. | Yes, we handle work for HRD, BNP, and Land Bank |
| k. Do you work on any other governmental programs? What percentage of your work is private residential residents? Grant recipients? | Yes, We work for other municipalities. Govt work is 85% - Private 15% |
| l. Number of years of experience with: a. Fire restoration b. New construction c. Additions | Edward Wenz, the owner has experience. A = 28 years B = 28 years C = 28 years |
| m. Number of years of experience with Truss/Joint Work. | 28 Years |
| n. Identify all subcontractors expected to work on the Renew Detroit program. For each subcontractor listed, include the number of years your organization has worked with subcontractor. | For roofing we will use our crews. If we need to bring in subcontractors for roofing - Most Reliable Construction – 10 years - Remod-All Roofing – 6 years |
| o. Identify any claims or lawsuits that have been brought against your organization as a result of any services provided within the last ten (10) years. | None |
| p. Identify any projects in which your contract was terminated for any reason. | None |

3. Prior Experience (Respondent)

Describe at least **ten (10)** relevant experiences performed since January 1, 2022 supporting your ability to successfully manage a contract of similar size and scope for the work described in this RFP, by completing the table(s) below. Projects performed in the City of Detroit will be considered as the most relevant experience. Three (3) of these experiences will be selected at random for reference confirmation.

| Experience Form #1 | Respondent Response |
|-------------------------------------|--|
| a. Name of Reference (Company Name) | City of Detroit - HRD |
| b. Project Name/Title | HRD Rehab Work / Lead Abatement |
| c. Client Location | Multiple City Job Sites |
| d. Contact Person Name | Faris Fakhouri |
| e. Contact Person Title | Manager |
| f. Contact Person Phone Number | (313)-348-0110 |
| g. Contact Person E-mail Address | fakhourif@detroitmi.gov |
| h. Dates of Service (mm/yy – mm/yy) | 2019 to Present |
| i. Description of Services Provided | Lead Abatement and rehab work; including but not limited to roofing, windows, doors, siding, trim, doors, etc... |



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| | |
|--|---|
| j. Indicate if hazardous material handling was required to complete this project. If yes, describe how national, state and/or local environmental requirements were identified and successfully complied with. | Yes, we have handled lead abatement and asbestos work for city work. |
| k. Identify respondent's key personnel working on this project (if applicable) | We have several crew leaders |
| l. Include any customer feedback and/or complaints received. Identify action steps for resolution (if applicable) | We have been blessed with good feedback. If an issue arises, we always look to resolve and make the client satisfied. |

| Experience Form #2 | Respondent Response |
|--|---|
| a. Name of Reference (Company Name) | City of Warren |
| b. Project Name/Title | Rehab Work / Lead Abatement |
| c. Client Location | Various homes in the city |
| d. Contact Person Name | Bob Weider |
| e. Contact Person Title | Rehab Inspector |
| f. Contact Person Phone Number | Office (586) 574-4686 |
| g. Contact Person E-mail Address | bweidner@cityofwarren.org |
| h. Dates of Service (mm/yy – mm/yy) | 2017 - present |
| i. Description of Services Provided | Lead Abatement and rehab work; including but not limited to roofing, windows, doors, siding, trim, doors, etc... |
| j. Indicate if hazardous material handling was required to complete this project. If yes, describe how national, state and/or local environmental requirements were identified and successfully complied with. | Yes, we have handled lead abatement and asbestos work for city work. |
| k. Identify respondent's key personnel working on this project (if applicable) | We have several crew leaders |
| l. Include any customer feedback and/or complaints received. Identify action steps for resolution (if applicable) | We have been blessed with good feedback. If an issue arises, we always look to resolve and make the client satisfied. |



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| Experience Form #3 | Respondent Response |
|--|---|
| a. Name of Reference (Company Name) | City of Jackson |
| b. Project Name/Title | Rehab Work / Lead Abatement |
| c. Client Location | Various homes in the city |
| d. Contact Person Name | Sven Harrison |
| e. Contact Person Title | Rehab Inspector |
| f. Contact Person Phone Number | (517) 768-6421 |
| g. Contact Person E-mail Address | sharrison@cityofjackson.org |
| h. Dates of Service (mm/yy – mm/yy) | 2018- present |
| i. Description of Services Provided | Lead Abatement and rehab work; including but not limited to roofing, windows, doors, siding, trim, doors, etc... |
| j. Indicate if hazardous material handling was required to complete this project. If yes, describe how national, state and/or local environmental requirements were identified and successfully complied with. | Yes, we have handled lead abatement and asbestos work for city work. |
| k. Identify respondent's key personnel working on this project (if applicable) | We have several crew leaders |
| l. Include any customer feedback and/or complaints received. Identify action steps for resolution (if applicable) | We have been blessed with good feedback. If an issue arises, we always look to resolve and make the client satisfied. |



City of Rochester Hills
Office of Contracting and Procurement (OCP)
Request for Proposal RFP-RH-23-034 – Job Contracting

| Experience Form #4 | Respondent Response |
|--|---|
| a. Name of Reference (Company Name) | Macomb County Rehab Program |
| b. Project Name/Title | Rehab Work / Lead Abatement |
| c. Client Location | Various homes within the county |
| d. Contact Person Name | Steve Schuster |
| e. Contact Person Title | Program Manager |
| f. Contact Person Phone Number | (586) 469-6330 |
| g. Contact Person E-mail Address | steve.schuster@macombgov.org |
| h. Dates of Service (mm/yy – mm/yy) | 2017- present |
| i. Description of Services Provided | Lead Abatement and rehab work; including but not limited to roofing, windows, doors, siding, trim, doors, etc... |
| j. Indicate if hazardous material handling was required to complete this project. If yes, describe how national, state and/or local environmental requirements were identified and successfully complied with. | Yes, we have handled lead abatement and asbestos work for city work. |
| k. Identify respondent's key personnel working on this project (if applicable) | We have several crew leaders |
| l. Include any customer feedback and/or complaints received. Identify action steps for resolution (if applicable) | We have been blessed with good feedback. If an issue arises, we always look to resolve and make the client satisfied. |



City of Rochester Hills
Office of Contracting and Procurement (OCP)
Request for Proposal RFP-RH-23-034 – Job Contracting

| Experience Form #5 | Respondent Response |
|--|---|
| a. Name of Reference (Company Name) | City of Detroit – Bridging Neighborhood Program |
| b. Project Name/Title | Rehab Work, Foundations |
| c. Client Location | Work within the city of Detroit |
| d. Contact Person Name | Lincoln Moore |
| e. Contact Person Title | Program Manager |
| f. Contact Person Phone Number | 734-891-1584 |
| g. Contact Person E-mail Address | mooreli@detroitmi.gov |
| h. Dates of Service (mm/yy – mm/yy) | 2019 - present |
| i. Description of Services Provided | Full rehab work on homes. Foundation / wall repair, basement waterproofing |
| j. Indicate if hazardous material handling was required to complete this project. If yes, describe how national, state and/or local environmental requirements were identified and successfully complied with. | Yes, we have handled lead abatement and asbestos work for city work. |
| k. Identify respondent’s key personnel working on this project (if applicable) | We have several crew leaders |
| l. Include any customer feedback and/or complaints received. Identify action steps for resolution (if applicable) | We have been blessed with good feedback. If an issue arises, we always look to resolve and make the client satisfied. |



City of Rochester Hills
Office of Contracting and Procurement (OCP)
Request for Proposal RFP-RH-23-034 – Job Contracting

| Experience Form #6 | Respondent Response |
|--|-----------------------------------|
| a. Name of Reference (Company Name) | Maureen Wartian |
| b. Project Name/Title | New Construction Home |
| c. Client Location | 38315 Murdick - New Baltimore, MI |
| d. Contact Person Name | Maureen Wartian |
| e. Contact Person Title | Homeowner |
| f. Contact Person Phone Number | 586-405-0988 |
| g. Contact Person E-mail Address | mevwartian@msn.com |
| h. Dates of Service (mm/yy – mm/yy) | 2016-2017 |
| i. Description of Services Provided | New Build home |
| j. Indicate if hazardous material handling was required to complete this project. If yes, describe how national, state and/or local environmental requirements were identified and successfully complied with. | N/A |
| k. Identify respondent's key personnel working on this project (if applicable) | Edward Wenz - Builder |
| l. Include any customer feedback and/or complaints received. Identify action steps for resolution (if applicable) | Client was extremely satisfied |



City of Rochester Hills
Office of Contracting and Procurement (OCP)
Request for Proposal RFP-RH-23-034 – Job Contracting

| Experience Form #7 | Respondent Response |
|--|--|
| a. Name of Reference (Company Name) | Bill & Susan Tompkins |
| b. Project Name/Title | Renovation & Addition |
| c. Client Location | 1725 Banmoor – Troy, MI 48084 |
| d. Contact Person Name | Bill or Susan Tompkins |
| e. Contact Person Title | Owner |
| f. Contact Person Phone Number | 248-229-2853 |
| g. Contact Person E-mail Address | |
| h. Dates of Service (mm/yy – mm/yy) | 2017 |
| i. Description of Services Provided | Completed renovations and addition doubling the size of the home |
| j. Indicate if hazardous material handling was required to complete this project. If yes, describe how national, state and/or local environmental requirements were identified and successfully complied with. | N/A |
| k. Identify respondent's key personnel working on this project (if applicable) | Edward Wenz - Builder |
| l. Include any customer feedback and/or complaints received. Identify action steps for resolution (if applicable) | Client was extremely satisfied |



City of Rochester Hills
Office of Contracting and Procurement (OCP)
Request for Proposal RFP-RH-23-034 – Job Contracting

| Experience Form #8 | Respondent Response |
|--|--|
| a. Name of Reference (Company Name) | Kevin & Stephanie Butler |
| b. Project Name/Title | Renovation, Addition, Build |
| c. Client Location | 4682 McEwen – Bloomfield Twp, MI 48302 |
| d. Contact Person Name | Kevin Butler |
| e. Contact Person Title | Owner |
| f. Contact Person Phone Number | 248-866-8998 |
| g. Contact Person E-mail Address | Kvbutler82@hotmail.com |
| h. Dates of Service (mm/yy – mm/yy) | 2016-2017 |
| i. Description of Services Provided | Completed renovations and addition doubling the size of the home |
| j. Indicate if hazardous material handling was required to complete this project. If yes, describe how national, state and/or local environmental requirements were identified and successfully complied with. | N/A |
| k. Identify respondent's key personnel working on this project (if applicable) | Edward Wenz - Builder |
| l. Include any customer feedback and/or complaints received. Identify action steps for resolution (if applicable) | Client was extremely satisfied |



City of Rochester Hills
Office of Contracting and Procurement (OCP)
Request for Proposal RFP-RH-23-034 – Job Contracting

| Experience Form #9 | Respondent Response |
|--|---|
| a. Name of Reference (Company Name) | Varsity Floors |
| b. Project Name/Title | Various Carpentry projects |
| c. Client Location | Various commercial facilities |
| d. Contact Person Name | Pete Agnello |
| e. Contact Person Title | Owner |
| f. Contact Person Phone Number | 586-929-0680 |
| g. Contact Person E-mail Address | Pagnello85@gmail.com |
| h. Dates of Service (mm/yy – mm/yy) | |
| i. Description of Services Provided | Carpentry and finish work for various locations as contracted for by Mr. Agnello. New build homes, commercial build outs, rehab & renovation work, gym floor installs |
| j. Indicate if hazardous material handling was required to complete this project. If yes, describe how national, state and/or local environmental requirements were identified and successfully complied with. | N/A |
| k. Identify respondent's key personnel working on this project (if applicable) | Edward Wenz |
| l. Include any customer feedback and/or complaints received. Identify action steps for resolution (if applicable) | Client was extremely satisfied |



City of Rochester Hills
Office of Contracting and Procurement (OCP)
Request for Proposal RFP-RH-23-034 – Job Contracting

| Experience Form #10 | Respondent Response |
|--|--|
| a. Name of Reference (Company Name) | Bob Walker |
| b. Project Name/Title | Home Renovations |
| c. Client Location | 6558 Windmill Ln – West Bloomfield, MI 48234 |
| d. Contact Person Name | Bob Walker |
| e. Contact Person Title | Owner |
| f. Contact Person Phone Number | 248-396-7326 |
| g. Contact Person E-mail Address | bwalker@englishgardens.com |
| h. Dates of Service (mm/yy – mm/yy) | 2021-2023 |
| i. Description of Services Provided | We have handled complete exterior renovation on home, 2-bathroom remodels, and basement remodel, along with an insurance claim for water damage. |
| j. Indicate if hazardous material handling was required to complete this project. If yes, describe how national, state and/or local environmental requirements were identified and successfully complied with. | N/A |
| k. Identify respondent’s key personnel working on this project (if applicable) | Edward Wenz - Builder |
| l. Include any customer feedback and/or complaints received. Identify action steps for resolution (if applicable) | Client was extremely satisfied |



4. Respondent’s Subcontractor(s) Prior Experience (if applicable)

| Question | Respondent Response |
|---|--|
| <p>a. Do you intend to utilize any subcontractors?</p> <p><i>If yes, provide their legal business name and address, and a description of the goods/services they will supply. Also complete the Subcontractor Reference Form provided below for each subcontractor. This section must agree to your response in part 2.N. above.</i></p> | <p>No, we look to handle in house.</p> |

If applicable, describe below at least **one (1)** relevant experience from the last three **(3) years** supporting your subcontractor’s ability to successfully perform similar work as set forth in your company’s proposal.

| Subcontractor Reference Form | Respondent Response |
|-------------------------------------|---------------------|
| a. Name of Reference (Company Name) | |
| b. Project Name/Title | |
| c. Client Location | |
| d. Contact Person Name | |
| e. Contact Person Title | |
| f. Contact Person Phone Number | |
| g. Contact Person E-mail Address | |
| h. Dates of Service (mm/yy – mm/yy) | |
| i. Description of Services Provided | |



Attachment B – Proposal Introduction and Work Proposal / Approach

A. Proposal Introduction:

In your introduction, please include, at a minimum, the following information and/or documentation:

- A statement to the effect that your proposal is in response to this RFP;
- A brief description of your firm/company;
- A commitment to perform the requested work in accordance with the requirements outlined in this RFP;
- Evidence of any licenses or registrations required to provide the services under this contract, including a valid Michigan Residential Builders or Alterations Maintenance License (minimum qualification #1) and registration with the City of Detroit BSEED (minimum qualification #2).
 - **SEE ATTACHED LETTER DOCUMENTATION FOR ABOVE.**

B. Work Proposal / Approach

| | Question | Response |
|----|---|--|
| 1 | Describe a detailed work plan, which lists all tasks necessary to accomplish the Scope of Work; | Based on the scope of work a plan will be designed to measure, order materials, assign crews, schedule with homeowners, arrange inspections, and final paperwork. |
| 2 | Provide a detailed explanation on how the Respondent plans to address any hazardous material identification, abatement and supervision throughout the execution of the detailed work plan, including but not limited to the assumption of all homes being constructed prior to 1978 (ensuring lead-safe work practices both for workers and the inhabitants of each house, including a plan for relocation if Respondent indicates relocation is necessary) | CTI has crew that are trained to identify potential lead and asbestos on our job sites. CTI has licensed Lead Inspector/Risk Assessors and Asbestos Inspectors on staff to perform any testing if a hazardous material needs to be assessed. CTI has its crews trained as Full Lead Abatement Professionals and Asbestos Abatement Contractor Supervisors to be able to handle materials if found properly. |
| 2a | The program requires the Respondent to have a key staff member that can review and sign environmental waivers on each completed home. Does the Respondent currently have this key staff member and if not, what is the plan to meet this requirement? | CTI's owner, Edward Wenz, is able to sign off on environmental waivers as a licensed builder, Licensed State of MI Building Inspector & Plan Reviewer, MI Licensed Asbestos Inspector, MI Licensed Lead Inspector & Risk |



| | | |
|----|--|---|
| | | <p>Assessor, Indoor Air Quality Specialist, Mold Remediation Specialist.</p> <p>CTI staff are licensed in Lead and Asbestos.</p> |
| 2b | Identify the specific staff member(s) who will complete the environmental waivers. | <p>Edward Wenz Kevin McNeill Dave LeFevre</p> |
| 3 | If the Respondent will need to hire any additional staff or sub-contractors to complete the work within this RFP, provide a detailed explanation of how staff and/or sub-contractors will be recruited and managed in order to complete the capacity offered in this RFP response. | <p>If CTI needs to bring on subcontractors to help with the roofing projects, we will reach out to previous roofing crews we have used in the past. CTI has listed on the RFP details in another section. We will also reach out to local trade groups, trade schools, or suppliers for leads in building additional crew.</p> |
| 3a | Provide a detailed explanation on how the Respondent plans to address any structural carpentry needed throughout the course of each project, including but not limited to, carpentry needs identified during the bid process and at the point of complete demo. | <p>CTI's crews are highly skilled carpenters and can repair any needs that may arise. Mr. Wenz is also a State Building Inspector and building instructor who can design repairs or rebuilds that need to be completed.</p> |
| 3b | Identify the specific carpenter/carpentry relationship that will be used to respond to such needs. | <p>Based on the repairs or re-construction needs of any project the lead carpentry will be on site the entire process until completion.</p> |
| 4 | Identify key challenges or risks in the Scope of Work or detailed work plan; | <p>Unknown variables once the roof is removed. Structural issues, rotted materials, possible asbestos containing materials, lead paint, other repairs necessary for roof; such as chimneys.</p> |
| 5 | Expand on approach to meeting key challenges, including any mitigating actions required to be taken by the City of Rochester Hills or Respondent in order to address key challenges; | <p>Key Challenges and Actions:</p> <ul style="list-style-type: none"> • Asbestos = if asbestos is found, CTI has on staff trained Asbestos Contractor Supervisors for proper abatement. • Lead Paint = CTI has a full crew of lead abatement professionals to handle any lead paint |



| | | |
|----|--|--|
| | | <p>issues that arise during the work.</p> <ul style="list-style-type: none"> • Mold = CTI has staff that are trained in proper mold remediation work if found. • Chimneys = CTI has found that it is optimizing to install a metal b-vent chimney with a proper sized flex liner and removed old deteriorated masonry chimneys. |
| 6 | <p>The Respondent may propose tasks and/or deliverables outside of the Scope of Work if they believe they are necessary to support the City of Rochester Hill's objective of completing quality work within the timeframe required. Any recommendations made outside of the Scope of Work must be identified as such and if require additional cost, itemized in the response below. Should the City of Rochester Hills determine any Respondent suggestions should be included within the resulting contract, pricing for the specific item will be requested from all Respondents who meet the Minimum Qualifications.</p> | <p>CTI agrees to Line 6</p> |
| 8 | <p>Provide a detailed explanation on how the Respondent handles warranty claims (describe how the complaint is received, how it is investigated, etc.)</p> | <p>CTI will be using quality products that have a Mfr warranty on the materials outside of the 18 month warranty of CTI for the roofing work. The work will come with a Mfr warranty card. CTI will send a crew member over to address issues if they arise in a timely fashion as “time is of the essence” for any roof to protect the home.</p> |
| 9 | <p>Who will handle administrative work on behalf of the Respondent (invoicing, ordering of materials, etc.) if awarded a contract?</p> | <p>Edward & Dana Wenz the woner of CTI</p> |
| 10 | <p>If other contracted or planned work overlaps with the timeframe for construction delivery on this RFP (July 2023 - May 2024), how does the Respondent plan to manage the competing priorities? Including but not limited to managing staff and equipment resources.</p> | <p>CTI has a large on staff crew to handle our workload and will prioritize the Rochester Hills projects to include even working on weekend if necessary to complete jobs.</p> |

NON-COLLUSION AFFIDAVIT

RFP No. _____

RFP Title: _____

State of Michigan:
County of Oakland: s.s.

I state that I am Edward G. Wenz, Jr. of CTI Contractor Services, LLC, and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and, officers. I am the person responsible in my firm for the price(s) and the amount of this RFP.

I state that:

The price(s) and amount of this RFP have been arrived at independently and without consultation, communication or agreement with any other contractor, vendor or potential vendor.

Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a vendor or potential vendor, and they will not be disclosed before the RFP opening.

No attempt has been made or will be made to induce any firm or person to refrain from responding to this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

CTI Contractor Services, LLC, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to submitting a proposal on any public contract, except as follows: None

I state that CTI Contractor Services, LLC understands and acknowledges that the above representations are material and important, and will be relied on by the City of Rochester Hills in awarding the contract(s)/ purchase order(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Rochester Hills Contracting and Procurement of the true facts relating to the submission of this RFP.

Printed Name & Title of Authorized Representative: Edward G. Wenz, Jr.



Signature of Authorized Representative: _____

Date: 9/9/2023

CONFLICT OF INTEREST AND DISCLOSURE

1. Bidder's potential Conflict of Interest:

1A. Information about Bidder:

Company Name: CTI Contractor Services, LLC

Address: 8756 Trenton Dr - White Lake, MI 48386

1B. *Conflicting Interests and Relationships.* List any interest or relationship that you have that presents a potential Conflict of Interest.

NONE

1C. Please provide any information that would help to clarify any listed above.

N/A

2. Evaluator's family potential Conflict of Interest: **NONE**

2A. List the individual(s) that may present a potential Conflict of Interest (spouse, domestic partner, parent, sibling, child, equivalent in-laws, and/or any dependents, "Family Members"): **N/A**

Name:

- Council Member
- Employee
- Consultant
- Provider of Goods/services
- Goods/services
- Other Describe:

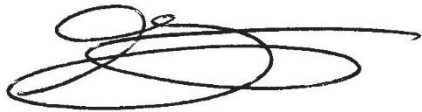
Name:

- Council Member
- Employee
- Consultant
- Provider of Goods/services
- Goods/services
- Other Describe:

Name:

- Council Member
- Employee
- Consultant
- Provider of
- Goods/services
- Other Describe:

2C. Please add any information that would help to clarify any of the above. **N/A**



Edward G. Wenz, Jr.
CTI Contractor Services, LLC

CTI – Contractor Services, LLC



> **Building, Lead, Asbestos, Mold** <

8756 Trenton Dr – White Lake, MI 48386

Office: 248-698-6900 ~ fax: 248-694-2001 ~ Wenz_Ed@yahoo.com



September 8, 2023

City of Rochester Hills
Office of Contracting & Procurement
1000 Rochester Hills Dr
Rochester Hills, MI 48309

To whom it may concern:

Re: RFP for Job Contracting

CTI Contractor Services, LLC is responding to the RFP for Job Contracting. We look forward to the opportunity to participate in the job contracting program with Rochester Hills..

CTI Contractor Services, LLC is a division of Lead Renovator Training, LLC and was established in Feb 2010. The company was formed by its owner Edward Wenz who has been a licensed builder since 1995. CTI Contractor Services, LLC has grown to be a professional contracting firm and has been handling work for municipalities for more than 20 years and private contract work for close 28 years.

I am attaching some of the projects that I have done in the last few years. There are many other projects that I could not even begin to list out. I have been a residential builder for 20 plus years. I was Home Depots largest installer for 5 years; we installed over 250k doors for them in that time. I also was the go-to installer for Home Depot Expo Centers when they were around. I have in the last few years been the construction manager for City of Pontiac where I handled 3.5 million dollar NSP program, 1.5 million dollar demo program, built new homes, boarded up hundreds of homes, cleaned up sites, and more. I worked for Macomb County Rehab Program form 2003-2008 and was the inspector and construction manager for 50 homes per year with an average of 25k per house. I worked as a subcontract inspector / construction manager working for Macomb County for several years for the rehab program, handling 20 houses per year with an average of 35k per home.

I do a lot of consulting and teaching contractors how to be builders and be the best builder for the consumer, as this has been my main business for the last 7 years. My company is a licensed proprietary school in Michigan for builder's courses. I also handle some building projects as the construction manager as listed above. Along with the lead inspection, lead risk assessment, & asbestos work I handle. Please see my attached resume of current clients.

Then as noted above the HUD NSP programs that I took over handled the demo of 400 homes, board ups of 500 homes, rehab of 31 homes, and much more. All of this is handled under my watch as Construction Manager for Federal Programs for City of Pontiac.

After continuing my construction career by establishing CTI Contractor Services, LLC , we have grown over the last 13 years to be one of the largest lead abatement firms in the state, along with asbestos work, home rehab, and new build construction homes.

CTI Contractor Services has committed to perform the work outlines in the Job Contracting to provide quality and professional work for the homes as part of this program.

CTI Contractor Services, LLC has listed below all of our licenses and certifications; along with attaching copies as part of this RFP.

- State of Michigan Builders License – 2102213550
- State of Michigan Lead Abatement Contactor – C-000982
- State of Michigan Asbestos Abatement Contractor – C44307
- US EPA RRP Firm Certification – NAT-74767-4
- US EPA Lead Abatement National Certification – LBP-74767-2
- City of Detroit Residential Builders Contractors Registration – LIC2020-00899

Please see the attached pages of some pictures and info on projects in the area I have completed.

Please feel free to contact the owners of these homes for a referral, I can provide names and contracts.

1725 Banmoor Dr – Troy, MI (Renovation / New Build 2017)

Renovation / New build from existing foundation of old ranch home designed & built by Ed Wenz. Existing was 1500 sqft ranch, building a 3000sqft 2 story home with basement. 5 bedrooms, 4 baths.



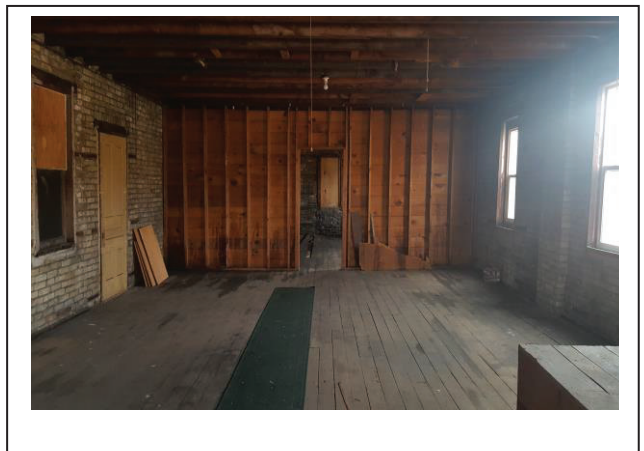
239 S. Cochran – Charlotte, MI 48813

- Downtown development project for Precedent Properties, MSHDA, & MEDC
- Rehab of 2 bedroom apartment, project size \$ 100,000



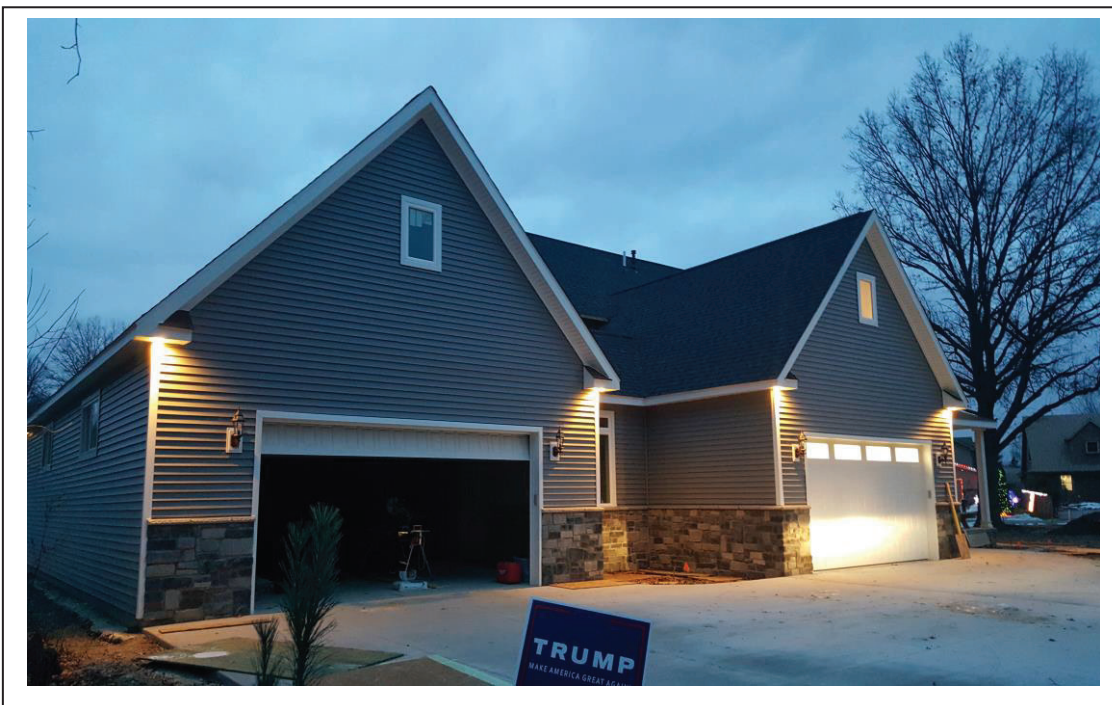
112 E. Lawrence – Charlotte, MI 48813

- Downtown development project for Precedent Properties, MSHDA, & MEDC
- Rehab of 2 bedroom apartment, project size \$ 100,000



38315 Murdick – New Baltimore, MI 48047 (built 2016-2017)

New build of 2 story home built by Ed Wenz. Home is 3,000 sqft 2 story, built a 3,000 sqft attached garage/workshop. 4 bedrooms, 2.5 baths. Owners: Tony & Maureen Wartian - 586-405-0989 / 586-405-0988



8756 Trenton Dr –White Lake, MI 48386

Put an addition on to my personal home.

600 sqft over the garage and remodeled the exterior



4682 McEwen – Bloomfield Twp (built 2015-2016)

New build from existing foundation of old ranch home designed & built by Ed Wenz. Existing was 1800 sqft ranch, built a 4500sqft colonial home with basement. 5 bedrooms, 5 baths.

Owner: Kevin & Stephanie Butler – 248-866-8998



37362 Groesbeck – Clinton Twp, MI

New Build 1800 sqft ranch home, designed & built by Ed Wenz attached 2 car garage on slab, 3 bedrooms, 2 full baths



110 Euclid – Mt Clemens, MI

New Construction Home designed & built by Ed Wenz, ranch style, basement, 3 bedrooms, 2 full baths



22463 Piper – Eastpointe

New construction build designed & built by Ed Wenz, 3 bedroom on a basement, 2 full baths, one car attached garage



21091 Gentner – Warren

New Build in Warren, MI – 1600 sqft colonial with 1 car attached garage



21083 Gentner – Warren

New Build in Warren, MI – 1600 sqft colonial with 1 car attached garage



20870 Wellington – Warren

New construction build in Warren – 1500 sqft ranch on basement with 2 car attached garage



8124 Cadillac – Warren

New Build in Warren, MI – 1600 sqft colonial with 1 car attached garage



12859 Sherman – Warren

New Build in Warren, MI – 1600 sqft colonial with 1 car attached garage



4419 Krys Rd- Gaylord

New construction build 2 family duplex with 1 ½ car attached garage on each side
I built for \$140k and sold for \$189k



30061 Park St – Roseville

Rehab & flip, added on to the home by doubling the size. All new from foundation to roof



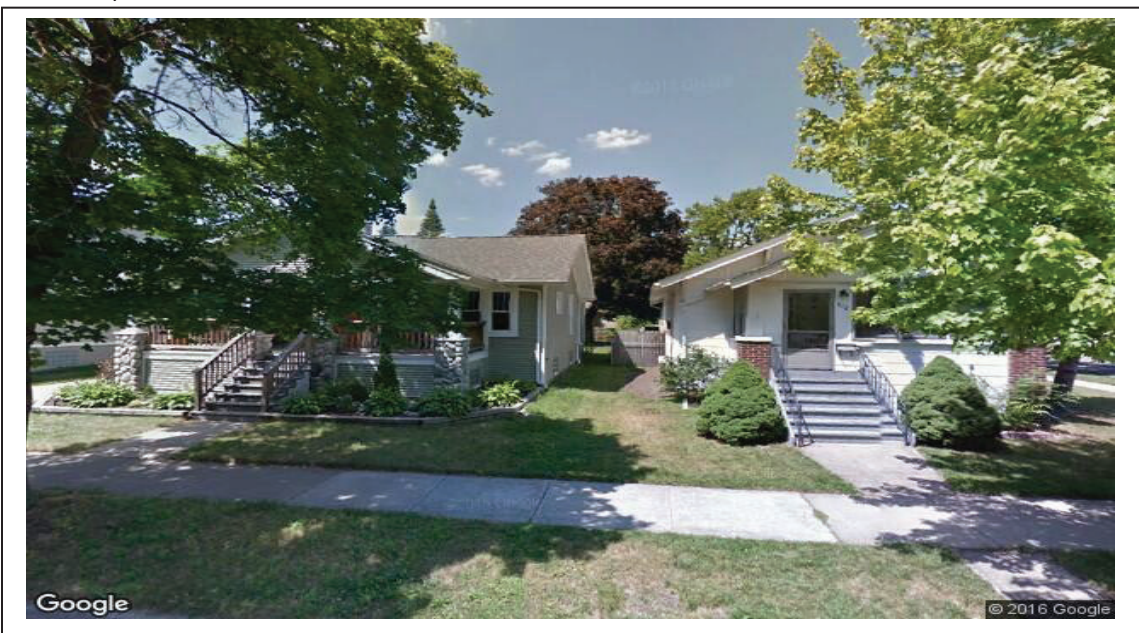
15711 12 Mile Rd – Roseville

Commercial job, handling the renovation of the building. Project was 76k. Did exterior & interior work



806 Florence – Royal Oak

Rehab & flip house, doubled the size of the home



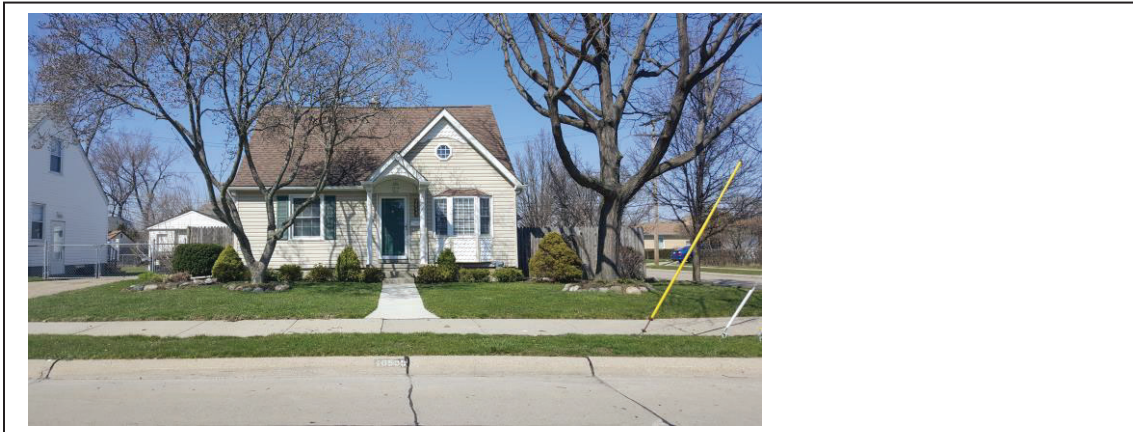
22316 Mylls – St Clair Shores

Addition on rear 15x18 family room, kitchen remodel, complete exterior remodel



16535 Curtis – Roseville

Complete exterior remodel



Other projects I have completed:

29961 Gratiot – Roseville = commercial renovations

7223 Westminster – Warren = complete rehab


11092 Cadillac – Warren = complete rehab

7059 Continental – Warren = complete rehab

There are too many to go back & document.

I have owned a company that handled rehab & lead abatement project for many municipalities around southeast Michigan for many years from Warren, St Clair Shores, Macomb County, Livonia, Royal Oak, & more. I do look forward to handling the job contracting projects for City of Rochester Hills.

Sincerely,

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke extending to the right.

Edward G. Wenz, Jr. – Member
CTI Contractor Services, LLC

CTI – Contractor Services, LLC



> Building, Lead, Asbestos, Mold <

8756 Trenton Dr – White Lake, MI 48386

Office: 248-698-6900 ~ fax: 248-694-2001 ~ Wenz_Ed@yahoo.com



Suppliers List:

Wimsatt Building Supply-3460 Bay Rd - Saginaw, MI 48603

Office: 989-497-0100 ~ Fax: 989-497-1991 * darthur@wimsattdirect.com

Carter Lumber - 46401 Erb Dr, Macomb, MI 48042

Office: 586-913-8700 ~ Fax: 586-913-8782 frank.brasza@carterlumber.com

ABC Supply -3497 Dolan Dr, Flint, MI 48504

Office: 810-789-8000 ~ Fax:810-789-6383 * shaun.s@abcsupply.com

Quaker Window & Door-PO Box 128 -Freeburg, MO 65035

Office: 800-347-0438 ~ Fax: 573-744-5586 * treedy9@hotmail.com

Polaris Windows - 500 Victoria Rd - Youngstown, OH 44515

Office: 800-783-2179 ~ ttomaselli@polariswindows.com

In line Distributing Company-12200 Sears St -Livonia, MI 48150

Office: 734-261-1137 ~ jbeatty@inlineco.com

Aramsco -27150 Trolley Industrial Dr -Taylor, MI 48180

Office: 313-375-5591 ~ tamica.mosley@aramsco.com

Beacon Building Materials -2230 Avon Industrial Dr - Rochester Hills, MI 48309

Office: 248-537-0091 ~ Fax: 248-537-3097 * ryurk@acmebm.com

Ingram Wholesale - 18000 14 Mile Rd - Fraser, MI 48026

Office: 586-293-3320 ~ Fax: 586-293-7912 * info.fraser@ingramsiding.com

Spartan Building Supply-21540 Schoenherr -Warren, MI 48089

Office: 586-778-0180 ~ Fax: 586-778-9710

MMI Door-6361 Sterling Dr N -Sterling Hts, MI 48312

Office: 800-686-9218 ~ info@mmidoor.com

Guthrie Lumber Company - 12152 Merriman Rd, Livonia, MI 48150

Office: 734-513-5777 -Fax: 734-513-5785 * spugliese@guthrielumber.com

PHO-Professional Hardwood Distributors - 44275 N Groesbeck Hwy, Clinton Twp, MI 48036

Office: 586-323-4955 -Fax: 586-323-9602 * csheardy@professionalhardwood.com ~ Open line of credit - Rep. Pete Agnello

Water Tech, LLC - 718 S Michigan Ave, Howell, MI 48843

Office: 517-548-2505

Subcontractors List:

Detroit HVAC- 2293 Star Ct-Rochester Hills, MI 48309

Office: 248-852-4328 ~ lou@detroitvacinc.com

Pat Johnson Cement, Inc -22210 Alexander-St. Clair Shores, MI. 48081

Office: 586-295-4572 * pjohnsoninc@yahoo.com

Bison Plumbing-25780 Ryan Rd -Warren, MI. 48091

Office: 586-754-4281 ~ bisonplumbing@gmail.com

MJ Environmental, Inc. - 149 Lodewyck St- Mt. Clemens, MI. 48043

Office: 586-770-3127 ~ Fax: 586-465-8126 * kjmcneill@msn.com

- Rough Framing Crew – Robert Bender Building = 571-852-0671
- Plumbing Rough & Finish work – 1st Aid Plumbing – Jim Casey = 586-808-2979
- Electrical rough & finish work – Randy Susalla = 989-415-2041
- Insulation Work – E & M – Mike DeLaCruz = 586-703-2759
- Drywall Work – Platinum Drywall – Jeff = 586-615-4282
- Panting – SJB Painting Company – Steve Butcher = 248-802-7465