



## SUBMITTED TO

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Keri Bright, CPPB  
Procurement Agent  
City of Rochester Hills  
1000 Rochester Hills Dr.,  
Rochester Hills, MI 48309

## SUBMITTED BY

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F.H. Paschen, S.N. Nielsen & Associates LLC  
5515 N. East River Road  
Chicago, IL 60656  
773.444.3474  
fhpaschen.com



# JOB ORDER CONTRACTING SERVICES FOR THE CITY OF ROCHESTER HILLS AND COOPERATIVE JOB ORDER CONTRACTING PROGRAM FOR PUBLIC AGENCIES IN MICHIGAN

AUGUST 29, 2023 | 3:00 PM EST



**BUILD WITH PASCHEN**



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](mailto:brightk@rochesterhills.org)



Please note that solicitations issued prior to June 10, 2017 can be found here: <http://legacy.mitn.info>

### Addendum Description

Addendum 2 issued to postpone the deadline until Tuesday, September 16, 2023 at 3pm in order to allow time for additional competition.

### Notice Modifications

Notice Information	From Value	To Value
Closing Date	8/29/23 3:00 PM EST/EDT	9/12/23 3:00 PM EST/EDT

### Category Modifications

Added Categories
No Categories Added

Removed Categories
No Categories Removed

## PROPOSAL FORM CHECKLIST

The following documents must be submitted with the Proposal

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### 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**

RFP RH- 23-034  
Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for Public  
Agencies in Michigan

- 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?**  
Please refer to the following pages for answers to all questions in Form 1.
  
- 2. What is/are your corporate office location(s)?**
  
- 3. Please provide a brief history and description of your company, including experience providing similar products/services and the year it was established.**
  
- 4. Who is your competition in the marketplace?**
  
- 5. What is the total number and location of employees, and if applicable, salespersons, employed?**
  
- 6. What is the number and location of support centers, if applicable, and location of corporate office?**
  
- 7. What was your annual construction volume over last three (3) fiscal years?**
  
- 8. Submit FEIN and Dunn & Bradstreet report.**

9. **What are your overall public sector sales, excluding Federal Government, for last three (3) years?**
  
10. **List any relationships with subcontractors or affiliates intended to be used when providing service.**
  
11. **Describe any present or past litigation, bankruptcy or reorganization involving supplier.**
  
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.**
  
13. **Describe any debarment or suspension actions taken against supplier**
  
14. **Provide your safety record, safety rating, EMR and worker's compensation rate where available.**
  
15. **Provide any additional necessary details as it relates to standard ordering methods and payment terms.**
  
16. **Provide your company's subcontracting plan, as described in the scope herein.**
  
17. **If Supplier requires additional agreements with Participating Public Agencies, provide a copy of the proposal agreement herein.**



- 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.**
- 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.**

**(The rest of this page is intentionally left blank)**

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

F.H. Paschen, S.N. Nielsen & Associates LLC (F.H. Paschen)

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

Corporate Headquarters  
5515 N. East River Road  
Chicago, IL 60656

Lead Office  
407 E. Fort St. #500  
Detroit, MI 48226

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

F.H. Paschen has operated as a general contractor and construction manager for over 40 years with a family history in construction for over 100 years. Our portfolio includes new building projects and multifaceted renovations for educational/institutional facilities, transit facilities, aviation, highway transportation, maintenance facilities, industrial/utility facilities, corporate facilities, and water treatment plants and pump stations. We have the ability to perform everything from a small renovation to construction of a major facility or transportation infrastructure project.

Further, we have a highly experienced team dedicated to Job Order Contracting. For more than 30 years, our JOC division has worked with a range of private and public sector clients specializing in high-volume, quick turnaround services. With more than 100 employees dedicated to delivering JOC services, our experts understand the unique complexities of job order contracting, giving us the flexibility to mobilize quickly and cost effectively.

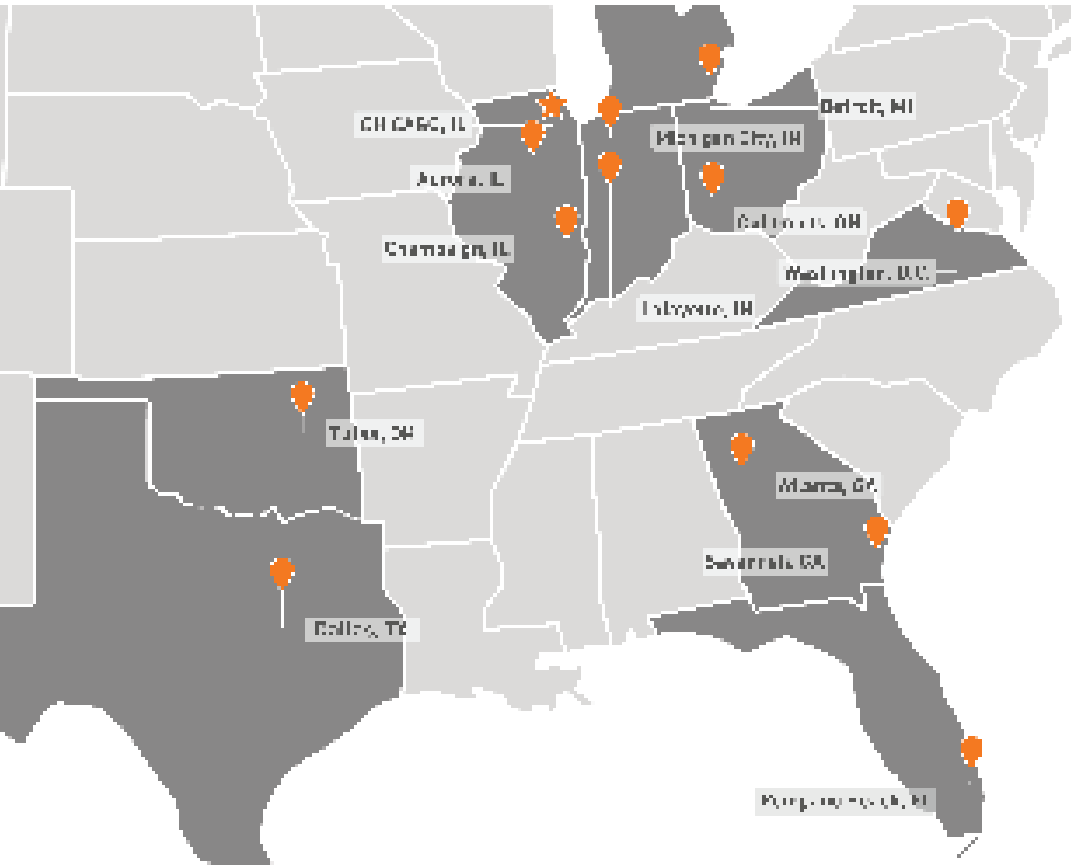
4. *Who is your competition in the marketplace?*

HITT, Centennial, and KBR are F.H. Paschen's competition in the public marketplace. In terms of building type, contracting methods, and geographies served, our firm is one of the most diverse in the nation. This makes it difficult to define our marketplace competition. It varies widely depending upon the type and location of the construction in question. We build everything from the smallest-scale renovations and repairs to large infrastructure installations, from the most straightforward of scopes to the most detailed and demanding new construction projects.

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

F.H. Paschen currently has 477 employees across 13 offices nationwide. Our JOC Department employs over 100 professionals. All JOC project managers also have a sales role serving as client managers for individual accounts.

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



F.H. Paschen has 13 offices nationwide. Our main office is in Chicago with staff in the following regional offices. **The HCPS work will be managed by our Washington, D.C. office in conjunction with our Chicago headquarters.**

**CORPORATE OFFICE:  
CHICAGO, IL**

5515 N. East River Road  
Chicago, IL 60656  
Phone: 773.444.3474

**LOCAL OFFICE:  
MCLEAN, VA**

2010 Corporate Ridge, Suite 400  
McLean, VA 22102  
Phone: 703.245.0280

**Atlanta, GA**

739 Trabert Ave NW, Suite A  
Atlanta, GA 30318  
Phone: 404.942.1307

**Lafayette, IN**

250 Main Street, Suite 500  
Lafayette, IN 47901  
Phone: 765.416.0034

**Pompano Beach, FL**

2301 NW 33rd Court, Unit 113  
Pompano Beach, FL 33069  
Phone: 305.940.0264

**Savannah, GA**

6605 Abercorn Street  
Suite 201-E  
Savannah, GA  
Phone: 912.645.9748

**Columbus, OH**

1283 Worthington Woods Blvd.  
Worthington, OH 43085  
Phone: 614.247.7229

**Dallas, TX**

1909 Woodall Rodgers Fwy, Ste. 560  
Dallas, TX 75201  
Phone: 214.765.5021

**Michigan City, IN**

2146 Karwick Road  
Michigan City, IN 46360  
Phone: 219.427.5903

**Detroit, MI**

407 E. Fort Street, Suite 500  
Detroit, MI 48226  
Phone: 313.739.212

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

2021: \$583M

2020: \$653M

2019: \$625M

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

FEIN: 36-4518443

As a privately held company, we do not report to Dunn & Bradstreet.

9. *What are your overall public sector sales, excluding Federal Government, for last three (3) years?*

2021: \$565M

2020: \$580M

2019: \$490M

10. *List any relationships with subcontractors or affiliates intended to be used when providing services.*

F.H. Paschen has resources within the region and can respond to task orders associated with this solicitation. We have a national network of subcontractors and suppliers and have served in remote areas for many years. Our Project Managers will have full authority to act on behalf of the company for all matters pertaining to the contract to ensure timely response and performance.

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

F.H. Paschen, S.N. Nielsen & Associates LLC (F.H. Paschen) is a large general contractor that has encountered claims, litigation and other proceedings in the ordinary course of business. Our construction claims are typically mechanics lien cases, arising from payment-related disputes, to which F.H. Paschen has defenses and counterclaims. There are also personal injury suits and property damage cases pending that are adequately covered by insurance and are being defended by counsel approved by F.H. Paschen's insurers. F.H. Paschen provides defense and indemnification to project owners. F.H. Paschen has no outstanding judgments. Further information is available upon request.

F.H. Paschen has not declared bankruptcy nor reorganized.

12. *Felony Conviction Notice: Indicate if the supplier*

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

F.H. Paschen is not a publicly held corporation.

**b. is not owned or operated by anyone who has been convicted of a felony; or**

F.H. Paschen is not owned or operated by anyone who has been convicted of a felony.

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

Not applicable

*13. Describe any debarment or suspension actions taken against supplier*

F.H. Paschen has not had any debarment or suspension actions taken against us.

*14. Provide your safety record, safety rating, EMR and worker's compensation rate where available.*

F.H. Paschen recognizes its responsibility to provide a safe work environment for not only our employees but also our subcontractors and the workers in the facilities where we are performing work. F.H. Paschen considers safety and accident prevention the most important discipline of our company's operations. Because of our focus on safety, we have maintained an impressive safety record, which is detailed through our OSHA logs and EMR rating for 2022 on the following pages.

YEAR	DART RATE	TRIR	EMR	OSHA CITATIONS
2022	0	1.6	0.92	0
2021	0.15	0.92	0.74	0
2020	0.58	1.43	0.88	0
2019	0.79	1.37	0.69	0
2018	1.00	1.84	0.68	0
2017	1.16	1.48	0.66	0

*15. Provide any additional necessary details as it relates to standard ordering methods and payment terms.*

Our standard terms of payment are Net 30 days. Typically, we will submit a monthly bill for every active work order. For projects with durations of 45 days or fewer, we will issue a single invoice. Accuracy and completeness of the information we submit is imperative. We ensure this by having highly trained office managers process our billings at our corporate office.

All project-related expenses will be administered and monitored, and checks will be issued to the project through the corporate office. This office prepares all of our accounting and payroll paperwork which is then provided to the management team. The accounting staff will coordinate the financial and cost information needs of the project and will be in close communication with the on-site management staff throughout the duration of the contract.

Project cost and labor distribution reports are generated weekly and monthly at the corporate office then forwarded to the project for review. We commit to paying subcontractors and suppliers within 10 days of receipt of payment from the Owner. Our standard is "pay-when-paid", but we do recognize that in certain circumstances, our subcontractors, particularly small businesses, may require payment in advance of payment by the Owner to F.H. Paschen.

*16. Provide your company's subcontracting plan, as described in the scope herein.*

Because of our vast experience providing JOC services, we have a comprehensive subcontracting plan for procuring services quickly and in a cost-efficient manner.

During the preconstruction stage of the project, F.H. Paschen will put together a preliminary baseline project schedule that will include equipment and material lead times. Utilizing this information, we then assemble trade packages that fall on the critical path or contain long lead items. These trade packages will be assembled first and included in the initial bid release. Less critical trade packages will follow shortly after in a second round of bidding.



Building Connected, which is a web-based bidding software, will be utilized to assemble and track all project bid packages. This software allows us to invite and track subcontractors for each trade package so that we can increase the number of qualified bidders. Once trade package bids are received, they will be fully reviewed internally for accuracy.

During the bidding process, F.H. Paschen will review our subcontractor pool and identify qualified contractors who are a good fit for the specific project. We will contact these firms to make them aware of the upcoming project and to alert them that a bid package will be forthcoming. We have found this an effective approach for maximizing the number of qualified subcontractors bidding on the project. Site-specific requirements will be included in all bid packages and reviewed in depth at the prebid meeting to ensure all potential subcontractors are fully aware of working parameters when submitting their bids.

Once subcontractor bids are received, F.H. Paschen will review them for completeness and accuracy. Additionally, and most importantly, F.H. Paschen will contact all subcontractors with the potential for project award and review the site-specific working conditions and requirements. Prior to recommendation for award, potential subcontractors will be interviewed to ensure they are fully aware of the site-specific requirements, working limitations, and any phasing requirements. After the bid process, the winning bidder will be fully vetted to ensure they have the necessary resources to complete the required work.

*17. If Supplier requires additional agreements with Participating Public Agencies, provide a copy of the proposal agreement herein.*

Not applicable

*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.*

F.H. Paschen, S.N. Nielsen & Associates, LLC (F.H. Paschen) is a large general contractor that has encountered claims, litigation and other proceedings in the ordinary course of business.

F.H. Paschen's construction claims are typically mechanics lien cases, arising from payment-related disputes, to which Paschen has defenses and counterclaims. There are also personal injury suits and property damage cases pending that are adequately covered by insurance and are being defended by counsel approved by F.H. Paschen's insurers. F.H. Paschen provides defense and indemnification to project owners. F.H. Paschen has no outstanding judgments.

Further information is available upon request.

*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.

# Summary of Work-Related Injuries and Illnesses

All establishments covered by Part 1904 must complete this Summary page, even if no injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the log. If you had no cases write "0."

Employees former employees, and their representatives have the right to review the OSHA Form 300 in its entirety. They also have limited access to the OSHA Form 301 or its equivalent. See 29 CFR 1904.35, in OSHA's Recordkeeping rule, for further details on the access provisions for these forms.

### Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0 (G)	0 (H)	0 (I)	11 (J)

### Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
0 (K)	0 (L)

### Injury and Illness Types

Total number of... (M)		
(1) Injury	11	(4) Poisoning
(2) Skin Disorder	0	(5) Hearing Loss
(3) Respiratory Condition	0	(6) All Other Illnesses
		0
		0
		0

Post this Summary page from February 1 to April 30 of the year following the year covered by the form

Public reporting burden for this collection of information is estimated to average 58 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave. NW, Washington, DC 20210. Do not send the completed forms to this

### Establishment information

Your establishment name F.H. Paschen, S.N. Nielsen & Associates LLC

Street 5515 N. East River Road

City Chicago State Illinois

Industry description (e.g., Manufacture of motor truck trailers)  
Construction

Standard Industrial Classification (SIC), if known (e.g., SIC 3715)

OR North American Industrial Classification (NAICS), if known (e.g., 336212)

2	3	7	3	1	0
2	3	8	1	1	0
2	3	6	2	2	0

### Employment information

Annual average number of employees 804

Total hours worked by all employees last 1,378,547

### Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate and complete.

  
Company executive

773-444-3474  
Phone

# OSHA's Form 300 (Rev. 01/2004) Log of Work-Related Injuries and Illnesses

Attention: This form contains information relating to employee health and must be used in a manner that protects the confidentiality of employees to the extent possible while the information is being used for occupational safety and health purposes.

You must record information about every work-related injury or illness that involves loss of consciousness, restricted work activity or job transfer, days away from work, or medical treatment beyond first aid. You must also record significant work-related injuries and illnesses that are diagnosed by a physician or licensed health care professional. You must also record work-related injuries and illnesses that meet any of the specific recording criteria listed in 29 CFR 1904.8 through 1904.12. Feel free to use two lines for a single case if you need to. You must complete an injury and illness incident report (OSHA Form 301) or equivalent form for each injury or illness recorded on this form. If you're not sure whether a case is recordable, call your local OSHA office for help.

Establishment name  
City Chicago F.H. Pasco

(A) Case No.	(B) Employee's Name	(C) Job Title (e.g., Welder)	(D) Date of injury or onset of illness (mo./day)	(E) Where the event occurred (e.g. Loading dock north end)	(F) Describe injury or illness, parts of body affected, and objects/substance that directly injured or made person ill (e.g. Second degree burns on right forearm from acetylene torch)	CHECK ONLY ONE box for each case based on the most serious outcome for that case:				Enter the number of days the injured or ill worker was	
						Death	Days away from work	Remained at work		Away From Work (days)	On job transfer or restriction (days)
								Job transfer or restriction	Other recordable cases		
(G)	(H)	(I)	(J)	(K)	(L)						
2022-01		carpenter	01/11/2022	Job 1650 Greenfield Hancock Animal Center	was ripping plywood on a table saw when his finger went under the guard and was cut - no stitches				x		
2022-02		carpenter	01/18/2022	Job 6203 - Tollway	was stripping the deck forms with a recking bar, lost control of the bar and struck him in the eye				x		
2022-03		laborer	06/28/2022	Job 6202 - Tollway	Helping cut down a tree when chain saw bound up and jumped off tree hitting him in left shin leg causing a cut that required stitches				x		
2022-04		project engineer	06/29/2022	INDOT Field Office	was helping move a fireproof cabinet, lost his grip and cabinet broke a bone in his foot				x		
2022-05		laborer	07/05/2022	Job 6202 - Tollway	was placing dunnage under slotted drain on flatbed truck when pipe slipped and broke his finger				x		
2022-06		superintendent	07/06/2022	Job 4629-020 -	an existing window slammed shut while he was trying to close it and cut his finger				x		
2022-07		carpenter	07/22/2022	Job 6203 - Tollway	framing crash wall, lost balance when coming off the form and fell, injuring his rotator cuff.				x		
2022-08		carpenter	09/17/2022	Job 6202 - Tollway	adjusting rigging on MSE wall panel, rigging got snagged on strap attachment and twisted panel. Panel hit him and he broke his leg				x		
2022-09		laborer	10/04/2022	Job 6207 - Webster Avenue Bridge	cutting coil rods with a partner saw, the saw blade hit concrete and a piece of concrete hit him in the knee causing a puncture wound				x		
2022-10		laborer	10/12/2022	Job 6207 - Webster Avenue Bridge	while setting up the Bidwell finishing machine, he slipped and fell hitting his right eye when he went down				x		
2022-11		laborer	12/02/2022	Job 6202 - Tollway	stepped on a nail while stripping forms				x		
<b>Page totals</b>						0	0	0	11	0	0

Be sure to transfer these totals to the Summary page (Form 300A) before you post it.

Public reporting burden for this collection of information is estimated to average 14 minutes per response, including time to review the instruction, search and gather the data needed, and complete and review the collection of information. Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number. If you have any comments about these estimates or any aspects of this data collection, contact: US Department of Labor, OSHA Office of Statistics, Room N-3644, 200 Constitution Ave, NW, Washington, DC 20210. Do not send the completed forms to this office.





**Lisa Rush**  
Assistant Vice President  
Marsh USA Inc.  
540 West Madison  
Chicago, IL 60661  
+1 312 627 6248  
Lisa.Rush@Marsh.com  
www.marsh.com

August 24, 2023

**Re:** F.H. Paschen, S.N. Nielsen & Associates LLC  
Historical NCCI Experience Modification Factors

To Whom It May Concern:

I am pleased to confirm the following historical NCCI Experience Modification Rate (EMR) Factors for the above captioned entity, as follows:

➤ 10/01/2023 - 10/01/2024: .68

Please feel free to contact me directly with any further questions.

Sincerely,

*Lisa Rush*

Lisa Rush  
Vice President

## 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**

Contact Person: Leo Wright

Title: Senior Vice President

Company: F.H. Paschen, S.N. Nielsen & Associates LLC

Address: 5515 N East River Road

City: Chicago State: IL Zip: 60656

Phone: 773-444-3474 Fax: 773-639-0064

Email: LWright@fhpaschen.com

### **Marketing**

Contact Person: Caitlin Lahey

Title: Assistant Vice President

Company: F.H. Paschen, S.N. Nielsen & Associates LLC

Address: 5515 N East River Road

City: Chicago State: IL Zip: 60656

Phone: 773-444-3474 Fax: 773-639-0064

Email: CLahey@fhpaschen.com

### **Account Manager / Sales Lead**

Contact Person: Brian Rozcicha

Title: Senior Project Manager

Company: F.H. Paschen, S.N. Nielsen & Associates LLC

Address: 1238 Worthington Woods Blvd.

City: Worthington State: OH Zip: 43085

Phone: 614-934-1994 Fax: 773-639-0064

Email: BROzcicha@fhpaschen.com

**Sales Support**

Contact Person: Caitlin Lahey

Title: Assistant Vice President

Company: F.H. Paschen, S.N. Nielsen & Associates LLC

Address: 5515 N East River Road

City: Chicago State: IL Zip: 60656

Phone: 773-444-3474 Fax: 773-639-0064

Email: CLahey@fhpaschen.com

**Contract Management (if different than the Sales Lead)**

Contact Person: Same as Account Manager/Sales Lead

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Financial Reporting**

Contact Person: Kenya Banks

Title: Office Manager

Company: F.H. Paschen, S.N. Nielsen & Associates LLC

Address: 2010 Corporate Ridge, Suite 400

City: McLean State: VA Zip: 22102

Phone 708-245-0280 Fax: 703-245-0281

Email: kbanks@fhpaschen.com

**Billing & Reporting/Accounts Payable**

Contact Person: Kenya Banks

Title: Office Manager

Company: F.H. Paschen, S.N. Nielsen & Associates LLC

Address: 2010 Corporate Ridge, Suite 400

City: McLean State: VA Zip: 22102

Phone: 708-245-0280 Fax: 703-245-0281

Email: kbanks@fhpaschen.com

**(The rest of this page is intentionally left blank)**

# LEO WRIGHT

## Executive Contact

### EDUCATION

DeVry Institute of Technology,  
Telecommunication  
Management

### CERTIFICATIONS

- OSHA 30 Hour, 510
- Certified Job Order Contracting Professional, (CJP)
- USACE Construction Quality Management for Contractors, (CQM)
- First Aid, CPR, and AED

### MEMBERSHIPS

- Choose DuPage, Board Member
- Center For JOC Excellence, Member Committee Chair

**41** YEARS OF  
EXPERIENCE

### PROFESSIONAL EXPERIENCE

*Leo has 41 years of construction industry experience including 26 years with F.H. Paschen. He joined the Company as a Project Superintendent in the Job Order Contract Division (JOC) and was promoted to Project Manager, Chicago JOC Manager and finally Senior Vice President. He is responsible for overseeing the Michigan, Illinois, Virginia, Ohio, Georgia, Florida, and Texas JOC Departments. These departments are made up of over 90 JOC professionals including Project Managers, Superintendents, and Engineers.*

### REPRESENTATIVE PROJECT EXPERIENCE

#### City of Naperville JOC

F.H. Paschen completed an eziQC job order contract with the City of Naperville that began in June 2011 and ran through December 2020. This contract was available to all public entities statewide and was designed for facility repairs and alteration construction services. F.H. Paschen completed 369 work orders which ranged in value from \$3,000 to over \$1 million and totaled \$29,408,952. Projects were site specific, ranging from building renovations to site improvements.

Sample work orders include:

- Buffalo Grove Police Station Break Room & Interview Room | \$78,797
- Centre of Elgin Pool Repairs | \$1 million
- Downers Grove Commuter Station Rehabilitation | \$224,981

#### United States Postal Services JOC | National Program

F.H. Paschen currently holds 33 active USPS JOC/IDIQ contracts with a value completed to date totaling over \$80 million. Contracts exist in Michigan, Illinois, Indiana, Florida, Virginia, North Carolina, South Carolina, New Jersey, and Wisconsin among others. Work orders typically consist of renovation and repair projects in existing and occupied postal facilities.

#### Chicago Public Schools JOC Capital Improvement Plan

The CPS contract was awarded to F.H. Paschen in 2009. The contract ran from December 2009 to January 2015 and had 134 task orders for various project types, including school renovations and site improvements. The work orders ranged in value from \$4,747 to over \$5.9 million and totaled over \$59 million.

#### State of Georgia eziQC

The State of Georgia eziQC® job order contract started in October 2011 and ran through October 2015. The contract performance conditions included on call facility repairs and alterations construction services. In total, F.H. Paschen completed 213 purchase orders which ranged in values from \$3,000 to \$1 million. This contract was available to all public entities statewide and had no maximum dollar value. Projects were site-specific, ranging from building renovations to site improvements.

# BRIAN ROZCICHA

## Account Manager/Sales Lead/Contract Management

### EDUCATION

University of California - Santa Barbara, B.A., History of Public Policy

Western Washington University, Masters Coursework, Secondary Education

### CERTIFICATIONS

- USACE-Construction Quality Management for Contractors (CQM)
- 10 HR OSHA
- 30 HR OSHA
- CPR / First Aid Training
- Certified installer of ARXX Insulated Concrete Form (ICF Product)
- Certified Erosion and Sediment Control Lead

**28** YEARS OF EXPERIENCE

### PROFESSIONAL EXPERIENCE

Brian has 28 years of multi-state construction industry experience including ten years with F.H. Paschen. His experience ranges from the performance of carpentry trade work to supervising and managing the acquisition, scheduling and performance of crews and subcontractors on commercial projects involving both civil and building construction. Brian has managed hundreds of work orders for JOC/IDIQ contracts for clients including USPS and Sourcewell. He excels at overseeing the project and associated staff, cost reports, and Owner communication.

### REPRESENTATIVE PROJECT EXPERIENCE

#### USPS | Metroplex CCTV Upgrades | Pontiac, MI | \$2.1 million

This lump sum project consisted of closed-circuit television upgrades including replacing 157 cameras and cable infrastructure.

#### Sourcewell | Greater Detroit Michigan Area IQCC

This Job Order Contract began in April 2017 and continues through May 2023. To date, two work orders have been issued totaling over \$3 million. The scope of work includes repairs, maintenance, and service requests throughout Greater Detroit. Sample work orders include:

- Nankin Mills Museum Restoration | Detroit, MI | \$2.6 million
- Renovate 3 Wayne County Parks | \$839,825

#### USPS | IDIQ JOC - State of Michigan

This Job Order Contract began in October 2018 and is still active. 25 work orders have been completed totaling over \$1.7 million. The scope of work includes repairs, maintenance, and service requests at various post office facilities. Sample work orders include:

- HVAC Controls | Lincoln Park, MI | \$240,886
- Roof Replacement | Frankfort, MI | \$158,819

#### USPS | Greater Virginia JOC

This Job Order Contract began December 2018 and runs through December 2024. Seven work orders have been completed totaling \$981,667. The scope of work includes repairs, maintenance, and service requests at various post office facilities. Sample work orders include:

- MPO Window Restoration | Cape Charles, VA | \$376,061
- MPO Roof Replacement | South Boston, VA | \$189,540

# CAITLIN LAHEY

## Marketing/Sales Support

### EDUCATION

University of Illinois Chicago,  
B.S., Civil Engineering

### CERTIFICATIONS

- Traffic Control Technician
- 30 HR OSHA
- USACE Construction Quality Management for Contractors

### PROFESSIONAL EXPERIENCE

*Caitlin has nine years of construction industry experience including six years with F.H. Paschen. She joined the Company as a Project Engineer and was promoted to Project Engineer II, Assistant Project Manager, Director of College Recruiting and finally Assistant Vice President. As Assistant Vice President, Caitlin identifies, develops, and maintains relationships with current and new potential JOC clients.*

*Caitlin frequently represents F.H. Paschen at events and meeting for the Illinois Association of School Board Officials (IASBO), Federation of Women Contractors (FWC), the University of Illinois Chicago Civil Engineering Professional Advisory Council (UIC CEPAC), and the Hispanic American Construction Industry Association (HACIA).*

### RESPONSIBILITIES

- Set up and engage in face-to-face meetings with clients and prospective clients
- Organize and attend industry trade shows and outreach events
- Create, maintain, and update JOC marketing materials
- Maintain client list, potential opportunities, and industry trends
- Provide support for JOC meetings
- Attend meetings to support regional offices with JOC opportunities

**9** YEARS OF  
EXPERIENCE

# KENYA BANKS

## Financial Reporting/Billing & Reporting/Accounts Payable

### LICENSES/ CERTIFICATIONS

- 30 HR OSHA (510)
- Contract Compliance Administrator Certificate from Morgan State University

### PROFESSIONAL EXPERIENCE

*Kenya has been with F.H. Paschen for 20 years and has held roles from Accounting Clerk to Administrative Assistant before being promoted to her current role as Senior Office Manager. She is responsible for all contract administration for both JOC contracts and lump sum projects in Michigan, Ohio, Georgia, Washington D.C., Florida, Maryland, Wisconsin, Illinois, Indiana, Tennessee, Virginia, and West Virginia.*

### RESPONSIBILITIES

- Contract Administrator - Responsible for complete JOC contract administration including handling all receivables and payables for work orders in various states and federal agencies including the following:
  - Tyndall Air Force Base SABER
  - Submarine Base, Kings Bay JOC
  - Alexandria City Public Schools JOC
  - Loudoun County VA JOC
  - Fairfax County VA JOC
  - USPS National JOC
- Train and assist staff in all company procedures regarding subcontracts, software, insurance, invoicing, and payments

**20** YEARS OF  
EXPERIENCE



### **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)

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**Adrienne C. Stevenson**  
Vice President  
Marsh USA Inc.  
Two Alliance Center  
3560 Lenox Road, Suite 2400  
Atlanta, Georgia 30326  
1 404 995 2920  
adrienne.c.stevenson@marsh.com  
www.marsh.com

August 1, 2023

City of Rochester Hills  
1000 Rochester Hills Rive  
Rochester Hills, Michigan 48309

**Re: F.H. Paschen, S.N. Nielsen & Associates LLC**

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

To Whom It May Concern:

Continental Casualty Company is the Surety for F.H. Paschen, S.N. Nielsen & Associates LLC and Marsh USA Inc. is their surety agent that currently has the privilege of providing bonds for F.H. Paschen, S.N. Nielsen & Associates LLC. F.H. Paschen, S.N. Nielsen & Associates LLC's financial strength and management capabilities have qualified them for bonding on any project, which they have chosen to undertake. As such, Continental Casualty Company highly recommends them for your favorable consideration on your project.

F.H. Paschen, S.N. Nielsen & Associates LLC has been extended a bonding facility, which will support individual projects up to \$500,000,000.00 and an aggregate work program in the \$1,300,000,000.00 range. F.H. Paschen, S.N. Nielsen & Associates LLC currently has in excess of \$500,000,000.00 in available bond capacity. Surety bonds are issued through the Continental Casualty Company which is rated A XV by AM Best and is listed in the Federal Register.

Continental Casualty Company holds F.H. Paschen, S.N. Nielsen & Associates LLC in the highest regard. We heartily endorse their organization and will provide the requisite bonding should the project be awarded to F.H. Paschen, S.N. Nielsen & Associates LLC. This commitment is subject to acceptable contractual and underwriting terms and conditions.

Sincerely,

**Continental Casualty Company**

Adrienne C. Stevenson  
Attorney-in-Fact


STATE OF GEORGIA  
COUNTY OF FULTON

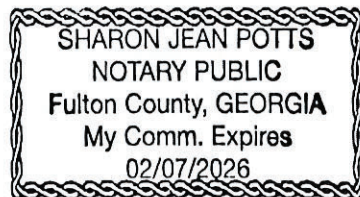
I, Sharon Jean Potts, a Notary Public in and for said County, do hereby certify that Adrienne C. Stevenson as Attorney-in-Fact, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed, and delivered said instrument for and on behalf of

CONTINENTAL CASUALTY COMPANY

for the uses and purposed therein set forth.

Given under my hand and notarial seal at my office in the City of Atlanta in said County, this 1st day of August A.D. 2023

  
\_\_\_\_\_  
Notary Public



POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Adrienne C. Stevenson

, Individually

of Atlanta, Georgia, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Vice President and their corporate seals to be hereto affixed on this 2nd day of February, 2021.

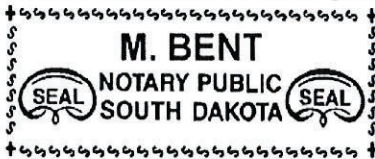


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Paul T. Bruflat
Vice President

State of South Dakota, County of Minnehaha, ss:

On this 2nd day of February, 2021, before me personally came Paul T. Bruflat to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent
Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Law and Resolution of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this 1st day of August, 2023



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson
Assistant Secretary

## Authorizing By-Laws and Resolutions

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of Continental Casualty Company.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of National Fire Insurance Company of Hartford.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed by Paul T. Bruflat, Vice President, who has been authorized pursuant to the above resolution to execute power of attorneys on behalf of American Casualty Company of Reading, Pennsylvania.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25<sup>th</sup> day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company. “

## 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](mailto: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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/04/2022

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

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

<b>PRODUCER</b> MARSH USA INC. 540 W. MADISON CHICAGO, IL 60661 Attn: chicago.CertRequest@marsh.com	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C. No. Ext):</b> _____	<b>FAX (A/C. No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Zurich American Insurance Company		16535
<b>INSURER B :</b> American Zurich Insurance Company		40142
<b>INSURER C :</b> XL Specialty Ins. Co.		37885
<b>INSURER D :</b> Indian Harbor Insurance Company		36940
<b>INSURER E :</b> _____		
<b>INSURER F :</b> _____		

**COVERAGES**                      **CERTIFICATE NUMBER:** CHI-010158566-01                      **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR VWD	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"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			GLO 5833476-10	10/01/2022	10/01/2023	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BAP5833474-10	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 2,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____    RETENTION \$ _____			US00076565LI22A	10/01/2022	10/01/2023	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <b>(Mandatory in NH)</b> If yes, describe under DESCRIPTION OF OPERATIONS below			WC 5833475-10 (AOS)	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
B				WC 5833477-10 (WI)	10/01/2022	10/01/2023	E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	Professional /  Pollution Liability			CEO7420104-09 SIR: \$250,000	10/01/2022	10/01/2023	Each Act	\$ 5,000,000
							Aggregate	\$ 5,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Evidence of Insurance.

<b>CERTIFICATE HOLDER</b>  F.H. Paschen S.N. Nielsen & Associates LLC 407 E. Fort St. Suite 500 Detroit, MI 48226	<b>CANCELLATION</b>  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  <div style="text-align: right;"><i>Marsh USA Inc.</i></div>

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**ADDITIONAL REMARKS SCHEDULE**

AGENCY MARSH USA INC.		NAMED INSURED F.H. Paschen S.N. Nielsen & Associates LLC 407 E. Fort St. Suite 500 Detroit, MI 48226	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance

First Layer Excess Liability  
 Insurer: Ascot Excess Liability  
 Policy Number: EXNA2110000111-02  
 Policy Period: 10/01/2022 - 10/01/2023  
 Each Occurrence: \$10,000,000  
 Aggregate: \$10,000,000

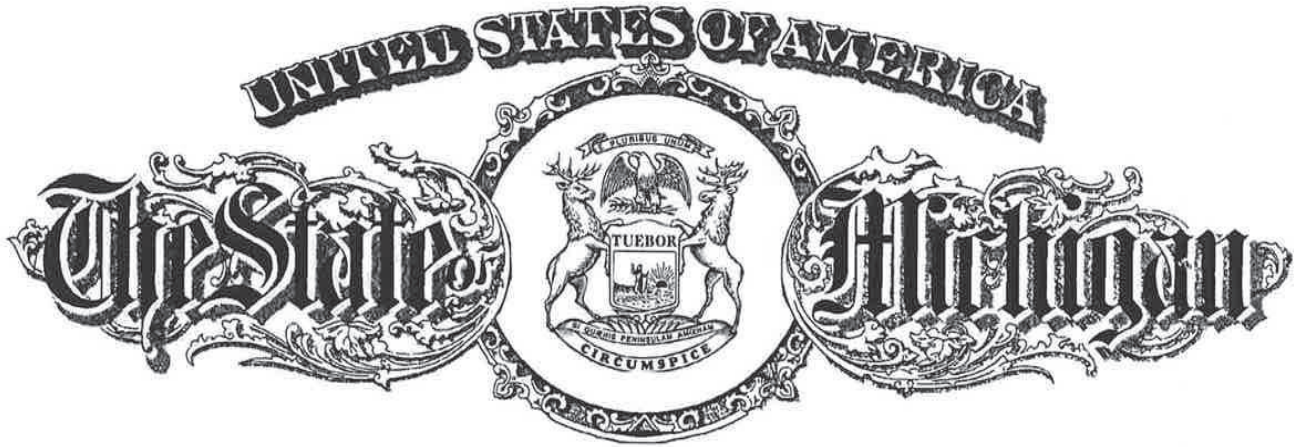
Other deductibles may apply as per policy terms and conditions.



## **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)**



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

**F.H. PASCHEN, S.N. NIELSEN & ASSOCIATES LLC**

*a(n) Illinois FOREIGN LIMITED LIABILITY COMPANY.*

*was validly authorized on December 6, 2010, to transact business in Michigan, and that said limited liability company holds a valid certificate of authority to transact business in this state, and has satisfied its annual filing obligations.*

*This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the limited liability company is in good standing in Michigan as of this date and is duly authorized to transact in this state any business set forth in its application which a domestic limited liability company formed under this act may lawfully conduct except as limited by statements in its Application for Certificate of Authority or under the law of its jurisdiction of organization.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.*



*In testimony whereof, I have hereunto set my hand,  
in the City of Lansing, this 23rd day of February, 2023.*

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Sent by electronic transmission

Certificate Number: 23020554005

Verify this certificate at: URL to eCertificate Verification Search <http://www.michigan.gov/corpverifycertificate>.

## PROPOSAL FORM 6: KEY PERSONAL PROJECT MANAGER

Name: \_\_\_\_\_

Name: Brian Rozcicha

Title: Senior Project Manager

# of Years with the Firm: 11 years

**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 years

**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 John Gundry Title Wayne County, Project  
Manager/Architect

Telephone: 517-285-0902 Email Address: jgundry@waynecounty.com

**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 Elizabeth Iszler Title Chief of Planning & Design,  
Wayne County

Telephone: 734-261-4312 Email Address: eiszler@waynecounty.com

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# BRIAN ROZCICHA

## Account Manager/Sales Lead/Contract Management

### EDUCATION

University of California - Santa Barbara, B.A., History of Public Policy

Western Washington University, Masters Coursework, Secondary Education

### CERTIFICATIONS

- USACE-Construction Quality Management for Contractors (CQM)
- 10 HR OSHA
- 30 HR OSHA
- CPR / First Aid Training
- Certified installer of ARXX Insulated Concrete Form (ICF Product)
- Certified Erosion and Sediment Control Lead

**28** YEARS OF  
EXPERIENCE

### PROFESSIONAL EXPERIENCE

Brian has 28 years of multi-state construction industry experience including ten years with F.H. Paschen. His experience ranges from the performance of carpentry trade work to supervising and managing the acquisition, scheduling and performance of crews and subcontractors on commercial projects involving both civil and building construction. Brian has managed hundreds of work orders for JOC/IDIQ contracts for clients including USPS and Sourcewell. He excels at overseeing the project and associated staff, cost reports, and Owner communication.

### REPRESENTATIVE PROJECT EXPERIENCE

#### USPS | Metroplex CCTV Upgrades | Pontiac, MI | \$2.1 million

This lump sum project consisted of closed-circuit television upgrades including replacing 157 cameras and cable infrastructure.

#### Sourcewell | Greater Detroit Michigan Area IQCC

This Job Order Contract began in April 2017 and continues through May 2023. To date, two work orders have been issued totaling over \$3 million. The scope of work includes repairs, maintenance, and service requests throughout Greater Detroit. Sample work orders include:

- Nankin Mills Museum Restoration | Detroit, MI | \$2.6 million
- Renovate 3 Wayne County Parks | \$839,825

#### USPS | IDIQ JOC - State of Michigan

This Job Order Contract began in October 2018 and is still active. 25 work orders have been completed totaling over \$1.7 million. The scope of work includes repairs, maintenance, and service requests at various post office facilities. Sample work orders include:

- HVAC Controls | Lincoln Park, MI | \$240,886
- Roof Replacement | Frankfort, MI | \$158,819

#### USPS | Greater Virginia JOC

This Job Order Contract began December 2018 and runs through December 2024. Seven work orders have been completed totaling \$981,667. The scope of work includes repairs, maintenance, and service requests at various post office facilities. Sample work orders include:

- MPO Window Restoration | Cape Charles, VA | \$376,061
- MPO Roof Replacement | South Boston, VA | \$189,540

### PROPOSAL FORM 7: KEY PERSONNEL LEAD SUPERINTENDENT

Name: \_\_\_\_\_

Name: Chad Harness

Title: Superintendent

# of Years with the Firm: 1 year

**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: 6 years

**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** John Gundry **Title** Wayne County, Project Manager/  
Architect

Telephone: 517-285-0902 Email Address: jgundry@waynecounty.com

**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** Dave Zarek **Title** Physical Security Specialist,  
United States Postal Service

Telephone: 313-316-7307 Email Address: DJZarek@usps.gov

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# CHAD HARNESS

## Superintendent

### CERTIFICATIONS

- Fall Protection Awareness

### PROFESSIONAL EXPERIENCE

Chad has six years of construction industry experience. As Project Superintendent, Chad will be responsible for the overall construction site supervision. He will oversee subcontractor coordination, the in-house workforce, material delivery, and will also ensure the safety and quality programs are implemented. He will prepare look ahead schedules and lead weekly subcontractor coordination meetings.

### REPRESENTATIVE PROJECT EXPERIENCE

#### Sourcewell | Greater Detroit Michigan Area IQCC

This IQCC Contract began in 2018 and continued through 2023. Sample work orders include:

- Nankin Mills Museum & Interpretive Center | \$90,750
- Wayne County Parks Comfort Stations | \$649,825

#### United States Postal Service | JOC State of Tennessee

This JOC Contract with USPS began February 2017 and continued through March 2023. 19 work orders were completed totaling \$767,339. The scope of work included repairs, maintenance, and service requests at USPS facilities.

Sample work order included:

- Metro Station Roof Repairs | \$56,090

#### USPS | Metroplex CCTV Upgrades | Pontiac, MI | \$2.1 million

This lump sum project consisted of closed-circuit television upgrades including replacing 157 cameras and cable infrastructure.

#### Sourcewell | Columbus, Cincinnati/Dayton, Cleveland, OH IQCC

This IQCC Contract began in 2018 and continued through 2022. Sample work orders include:

- Olde Cedar Stairway Replacements Design | \$22,875

### PREVIOUS PROJECT EXPERIENCE

#### HOA of Courtyards of Medallion | Courtyards of Medallion Westerville, OH | \$2 million

This project consisted of replacing all stone and stucco for 11 buildings including damaged structural foundations.

#### HOA of Sunbury Ridge | Sunbury Ridge by Courtland Columbus, OH | \$52,500

This project consisted of removing drywall and brace ceiling, and replacing 10'x 8' section of brick that was damaged. The scope of work also included performing structural repairs to windows and interior framing, installing new drywall, and painting.

**6** YEARS OF  
EXPERIENCE



## PROPOSAL FORM 8: KEY PERSONNEL SAFETY MANAGER

Name: \_\_\_\_\_

Name: Donald Snyder

Title: Senior Safety Manager

# of Years with the Firm: 5 years

**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: 25 years

**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

RFP RH- 23-034  
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** Meg Shanley **Title** Owner

Telephone: 708-603-6327 Email Address: meg@onewaysafety.com

**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** Jeremy Hall **Title** Mid America Carpenters Regional Council, Training Manager

Telephone: 708-516-6888 Email Address: jhall@mactc.org

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# DON SNYDER, CHST

## Safety Manager

**25** YEARS OF  
EXPERIENCE

### PROFESSIONAL EXPERIENCE

*Donald is an experienced safety professional with 25 years of industry experience. He has supervised a variety of construction projects and has a diverse background in safety oversight. Donald is responsible for maintaining all safety records required by current local, state, and federal regulations. Don's responsibilities include executing safety programs and procedures, educating and training employees, reviewing site-specific safety plans, and conducting daily safety inspections and internal planning meetings.*

### CERTIFICATIONS

- Construction Health and Safety Technician
- 30 HR OSHA
- 30 HR OSHA Refresher
- 2020 Heartsaver Instructor Update
- CPR/AED Program
- Asbestos & Lead Awareness
- Bloodborne Pathogens Program Management
- Certified Firefighter III
- Conducting a Job Hazard Analysis (JHA)
- Confined Space Awareness
- Confined Space Rescue
- Confined Space Safety in Construction
- Construction Safety and Health Manager
- Construction Safety and Health Professional
- Construction Safety and Health Specialist
- Construction Safety and Health Train-the-Trainer
- Construction Site Safety Supervisor
- Construction Worksite Safety
- CPR/First Aid/AED
- Cranes and Derricks Safety I
- Cranes and Derricks Safety II
- Demolition Safety
- Developing a Construction Safety Mgmt System
- Effective Accident Investigation
- Electrical Safety
- Electrical Safety for Technicians & Supervisors
- Emergency Action Plans
- Energy Control Program (Lockout/Tagout)
- EPA Renovation Repair and Painting Program
- Ergonomics Program Management
- Erosion Control
- Excavation Competent Person Training
- Excavation Hazard Awareness
- Fall Protection Awareness
- Fall Protection Competent Person
- Fall Protection in Construction Elements for 29 CFR 1926.500-503
- Fire Prevention Plans
- First/Aid/CPR/AED
- Focus Four: Caught-In or -Between Hazards
- Focus Four: Electrocution Hazards
- Focus Four: Fall Hazards
- Focus Four: Struck-By Hazards
- Hand and Power Tool Safety
- Hazard Communication Program
- Health Hazards in Construction
- Hearing Conservation Program Management
- Heavy Equipment Safety
- Introduction to Construction Safety Management
- Introduction to Ergonomics
- Introduction to Machine Guarding
- Introduction to OSHA Training
- Mobile Elevating Work Platform
- Mold Awareness
- Nail Gun Safety
- OSHA Training Development
- OSHA 500 & 510
- OSHA Recordkeeping Basics
- Personal Protective Equipment
- Powered Industrial Truck Safety
- Safe Scaffold Erection and Inspection
- Safety Supervision and Leadership
- Scaffold Awareness
- Scaffold Safety Program Management
- Silica & Respirator Awareness
- Trench and Excavation Safety
- USACE – Construction Quality Management for Contractors (CQM)
- Work Zone Traffic Safety

## PROPOSAL FORM 9: COMPARABLE CONSTRUCTION EXPERIENCE

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

Proponent's Name: F.H. Paschen, S.N. Nielsen & Associates LLC

Agency / Client Name: Wayne County Parks

Project Name: Hines Park Comfort Stations

Project Number: 22200029-000 OP

Project Value: \$877,825.21

Company Role:  Sub-Contractor     Prime JV Contractor

Agency     Public     Private

Location:     Within State of Michigan

Estimated Self Performance (%): 0%

(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)

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F.H. Paschen completed renovations to three separate bathroom locations, covering the  
aspects of MEP, civil/cite, and general construction.

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**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 Elizabeth Iszler

Title Chief of Planning and Design

Telephone: 734-261-4312

Email Address: eiszler@waynecounty.com

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

## PROPOSAL FORM 9: COMPARABLE CONSTRUCTION EXPERIENCE

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

Proponent's Name: F.H. Paschen, S.N. Nielsen & Associates LLC

Agency / Client Name: Wayne County

Project Name: Nankin Mills Museum

Project Number: 22177184-000-OB.01

Project Value: \$2,625,000

Company Role:  Sub-Contractor     Prime JV Contractor

Agency     Public     Private

Location:     Within State of Michigan

Estimated Self Performance (%): 0%

(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)

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Creation of ADA compliant spaces for public access on the 2nd and 3rd floors. Removal of  
old museum exhibits and prepared the building shell for three new exhibit galleries.

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**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 Elizabeth Iszler

Title Chief of Planning and Design

Telephone: 734-261-4312

Email Address: eiszler@waynecounty.com

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

## PROPOSAL FORM 9: COMPARABLE CONSTRUCTION EXPERIENCE

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

Proponent's Name: F.H. Paschen, S.N. Nielsen & Associates LLC

Agency / Client Name: United States Postal Service

Project Name: CCTV Upgrades

Project Number: 104267-18-B-0035

Project Value: \$2,077,088

Company Role:  Sub-Contractor     Prime JV Contractor

Agency     Public     Private

Location:     Within State of Michigan

Estimated Self Performance (%): 0%

(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)

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Security upgrades for the USPS processing and delivery center by installing 157 new  
cameras.

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**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 Dave Zarek

Title Physical Security Specialist

Telephone: 313-316-7307

Email Address: DJZarek@usps.gov

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

## PROPOSAL FORM 10: COMPARABLE JOC/IDIQ EXPERIENCE

### General

1. Agency Name: Sourcewell - Greater Detroit
2. Contract Number: 211001 #MI-DET-GC-B-050118-FHP

### Reference Information

3. Reference Name, Position: John Gundry, Project Manager/Architect
4. Address: 33175 Ann Arbor Trail  
\_\_\_\_\_
5. City, State, Zip Code: Westland, MI 48185
6. Phone Number: 517-285-0902
7. Email Address: jgundry@waynecounty.com

### Contract Time:

8. Total Duration of Contract:\* 12/1/2015-5/20/2023
9. Award Date: 12/1/2015
10. Expiration/Termination Date(or still active): 5/20/2023

### Contract Amounts:

11. Total Maximum Amount of Contract (all options):\*\* \$2,000,000 per year
12. Total Amount of Work Issued (\$): \$950,013.65
13. Total Number of Job Orders Issued (#): 2

### Key Personnel

14. Name and Position: Brian Rozcicha, Project Manager
15. Name and Position: Chad Harness, Superintendent
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? Yes
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 10: COMPARABLE JOC/IDIQ EXPERIENCE

### General

1. Agency Name: United States Postal Service
2. Contract Number: 104267-18-B-0035

### Reference Information

3. Reference Name, Position: Dave Zarek, Physical Security Specialist
4. Address: 475 L'Enfant Plaza, SW Room 1P142  
\_\_\_\_\_
5. City, State, Zip Code: Washington, DC 20260
6. Phone Number: 313-316-7307
7. Email Address: DJZarek@usps.gov

### Contract Time:

8. Total Duration of Contract:\* 7/1/2018-7/1/2023
9. Award Date: 7/1/2023
10. Expiration/Termination Date(or still active): 7/1/2023

### Contract Amounts:

11. Total Maximum Amount of Contract (all options):\*\* 9,900,000
12. Total Amount of Work Issued (\$): \$1,191,281
13. Total Number of Job Orders Issued (#): 20

### Key Personnel

14. Name and Position: Brian Rozcicha, Project Manager
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? Yes
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 10: COMPARABLE JOC/IDIQ EXPERIENCE

### General

1. Agency Name: Stafford County
2. Contract Number: 20-1210-SP134.3FHP

### Reference Information

3. Reference Name, Position: Wendy Cole, Procurement Coordinator
4. Address: 1300 Courthouse Road  
\_\_\_\_\_
5. City, State, Zip Code: Stafford, VA 22554
6. Phone Number: 540-658-6000
7. Email Address: procurement@staffordschools.net

### Contract Time:

8. Total Duration of Contract:\* Base term is 1 year with two 1-year options
9. Award Date: March 2020
10. Expiration/Termination Date(or still active): March 2023

### Contract Amounts:

11. Total Maximum Amount of Contract (all options):\*\* \$6,000,000
12. Total Amount of Work Issued (\$): \$657,239
13. Total Number of Job Orders Issued (#): 9

### 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? No
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, disabled 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.

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

Signature



James V. Blair, Agent / Chief Executive Officer

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

Name of Proposer: F.H. Paschen, S.N. Nielsen & Associates LLC

City/State/Zip: 5515 N East River Road

Chicago, IL 60656

Telephone No.: 773-444-3474

If a partnership, names and addresses of partners:

Not applicable

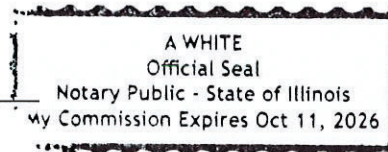
### Notarized

Subscribed and sworn to before me this 29 day of August, 2023

Notary Public in and for the County of Cook

State of IL

My commission expires: 10/11/26



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

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

- 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.

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)**

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.

F.H. Paschen can secure licensing in any county required under this initiative. Please refer to Technical Proposal Form 5 for our current licenses and certifications.

2. Provide a detailed 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, to include, but not limited to:

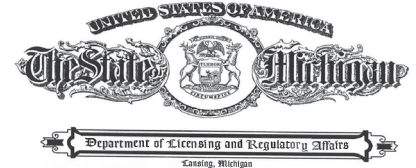
**a. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days**

Executive level support is provided by Brian Rozcicha, Senior Project Manager, and Leo Wright, Senior Vice President, Job Order Contracting. Their resumes are included at the end of this section. F.H. Paschen's executive leadership team will ensure that our go-to-market strategy, detailed later in this document, is implemented within the first 10 days after award. This can include a co-branded press release announcing the partnership, development of marketing collateral to engage members, and engagement of members via introductory meetings and trade shows.

**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**

We have several individuals in the JOC division at F.H. Paschen who have not only performed on contracts but can articulately describe the process and how it provides value. Part of our project management training includes this training, because it is a clearly set expectation that our project managers, and superintendents assist with the marketing of Job Order Contracts.

These employees' skills are equally attributable to talent identified during the hiring process and ongoing professional development in public speaking, leadership, and management practices. Upon award our national sales team will be briefed on the OMNIA Partners agreement with a specific focus on sales and marketing goals.



This is to Certify That

F.H. PASCHEN, S.A. NIELSEN & ASSOCIATES LLC

also known as FOREIGN LIMITED LIABILITY COMPANY was validly authorized on December 8, 2010, to transact business in Michigan, and that said foreign liability company holds a valid certificate of authority to transact business in this state, and has satisfied its annual filing obligations.

This certificate is issued pursuant to the provisions of 1993 PA 23 to attest to the fact that the limited liability company as in good standing in Michigan as of this date and is duly authorized to transact in this state any business set forth in its application which a domestic limited liability company formed under this act may lawfully conduct except as limited by statements in its Application for Certificate of Authority or under the law of its jurisdiction of organization.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by electronic transmission  
Certificate Number: 2302056406

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 23rd day of February, 2023.

Linda Clagg  
Linda Clagg, Director  
Corporations, Securities & Commercial Licensing Bureau

Verify this certificate at URL to eCertificate Verification Search: <http://www.michigan.gov/corporations>



*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. A co-branded press release within first 30 days:**

At the discretion of OMNIA Partners we can either lead the press release writing process or contribute to the process that is led by OMNIA Partners personnel. Based on our extensive JOC experience, we are happy to share a press contact list we have developed. We can also spearhead this effort by combining OMNIA Partners contacts with our own list and handling distribution on your behalf.

**b. Announcement of Master Agreement details and contact information on website within first 90 days**

After securing our clients' approval for each post, we regularly post news of awards, groundbreakings, project milestones, grand openings, and human-interest stories related to our projects and contracts both on our website and via social media channels.

In addition to our own social media outlets we will take the direction of OMNIA Partners to determine additional social media strategies. There are many LinkedIn interest groups and various industry message boards for instance in which this news would be appropriate and useful.

**c. Co-branded collateral pieces**

We have regularly produced co-branded marketing materials as part of our cooperative partnerships. For example, we have produced an ezJOC newsletter for the Naperville Cooperative since May 2012. We also produce and distribute newsletters for eligible entities for cooperative contracts in Cook County, Washington D.C., Indiana, and Georgia.

**d. Commitment to attendance & participation at regional trade shows, conferences, & meetings**

F.H. Paschen regularly participates in trades shows throughout the year. Our business development representatives also attend dozens of other JOC-specific events held nationwide throughout the year and will attend any meetings or conferences pertinent to OMNIA Partners.

**e. Design & publication of regional advertising in trade publications**

Our community and business outreach and recruitment plan includes publishing notices of subcontracting opportunities in daily newspapers of general circulation in the appropriate metropolitan area(s). Another means of print advertising

includes the sponsorship of special events and fundraisers that are hosted by current or current OMNIA Partners members.

**f. Ongoing marketing and promotion of the Master Agreement throughout its term**

We can produce a variety of marketing collateral to support the Master Agreement, including case studies, presentations, newsletters, promotional materials, social media campaigns, email marketing campaigns, and direct mail campaigns. We will work with OMNIA Partners to develop the necessary materials as appropriate.

**g. Dedicated OMNIA Partners web-based homepage:**

We will comply with OMNIA Partners' request to post a summary of contract services offered, the solicitation, logo, and other information as requested to a dedicated web page. The following is a link to one of the web-based homepages we have established to comply with an OMNIA Partners Cooperative JOC contract requirements.

**Link:** <http://ncpa.us/Vendors/F.H.%20Paschen>

*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.*

Based on our experience with cooperative purchasing programs, we know that the successful implementation of this type of contract lies in the effective coordination of communication and marketing. We have successfully transitioned existing clients to cooperative contracts. For example the City of Naperville in Illinois established a joint purchasing agreement between the City and other entities with the award of their JOC contract in 2011. Since then a growing list of municipalities that have benefited from the City of Naperville JOC contract including the City of Aurora, Housing Authority of Cook County, Village of Downers Grove, and the Glenbard Wastewater Authority, among others.

The following is a representative list of cooperative agreements that F.H. Paschen holds:

- National Cooperative Purchasing Alliance
- The Intentional Purchasing System - Sourcewell Greater Detroit
- Sourcewell Georgia Dept. of Administrative Services
- Texas BuyBoard Purchasing Cooperative - Choice Partners
- Equalis Group Purchasing Cooperative of America

*5. Acknowledge Supplier agrees to provide its logo(s) to HCPS 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.*

Yes, we agree to provide F.H. Paschen logos to support marketing, communications, and promotions and will request permission to use OMNIA Partners' logos in public communications.

*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*

We confirm that F.H. Paschen will take a proactive approach in the direct sales of our services to public agencies, including the use of OMNIA Partners' logo on sales materials. Our materials will be designed to demonstrate the benefits of the Master Agreement and will demonstrate that the Master Agreement was competitively solicited, includes best pricing with no cost to participate, and is non-exclusive. We currently have a library of materials, such as handouts, brochures, and presentations, that we can quickly customize to meet OMNIA Partners' requirements for sales collateral.

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

*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*

Yes, as previously noted, we have several individuals in the JOC division at F.H. Paschen who have not only performed on contracts but can articulately describe the process and how it provides value. This is an important part of our management training because it is a clearly set expectation that our project managers and superintendents assist with the marketing of Job Order Contracts.

Specifically for those working on this initiative, training will include:

- Details and features of the Master Agreement
- Our solicitation process for program participants and subcontractors

- Potential clients and public agencies who can leverage the Master Agreement
- Ability to explain the benefits of using a cooperative contract

*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.*

F.H. Paschen's national sales force comprises our business development team, general managers, and project managers at each of our regional offices. Executive level support is provided by the following:

Brian Rozcicha  
Senior Project Manager  
brozcicha@fhpaschen.com | 614-558-1258

Leo Wright  
Senior Vice President, Job Order Contracting  
lwright@fhpaschen.com | 773-444-3474

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

F.H. Paschen will dedicate the leadership and sales support personnel required to deliver JOC services to program participants. We will strategically deploy our resources to accomplish the necessary recognition, which will help us engage the marketplace. The strategy for bringing this expertise to new markets will closely follow the proven path we have developed to date. We will begin by identifying opportunities and organizations with significant capital improvement programs. This will be followed by the establishment of an appropriate client manager for these key target organizations. Our staff will be assigned to client pursuits based on relevant experience, pertinent skills sets, and personality profiles.

Matching clients with the right set of presenters is the key to turning a prospective client into an engaged and satisfied one. We have several individuals in the JOC division at F.H. Paschen who have not only performed on contracts but can articulately describe the process and how it provides value.

We have a full array of prepared materials at our disposal – handouts, PowerPoint presentations, etc. – but we take the time to tailor each set of materials to each client and meeting. This can't be done well without having the kind of background information and training described above.

*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.*

## **Marketing and Sales Efforts**

Based on F.H. Paschen's success delivering JOC services across a variety of workplace environments and political landscapes, we will immediately do all of the following:

- Identify new clients by leveraging our relationships with the local Architectural/Engineering firms, similar agencies, and our current clientele base
- Identify opportunities and organizations with significant capital improvement programs
- Appoint an appropriate sales/marketing manager for these key target organizations who will be responsible for client pursuits based on relevant experience, pertinent skills sets, and project profiles

F.H. Paschen will first seek opportunities that represent the best alignment of goals and rewards. We will survey co-op members to find those that would be the best fit for our services so that we can make initial contact and develop a rapport with a client. We will then work with them to assess the needs of their organization.

Our business development professionals will formulate a schedule of educational outreach, phone, and face-to-face meetings that will gather the critical information required to create an informed JOC services proposal. Our team will provide an experience-based introduction to JOC services and identify prospective projects that would benefit from this alternative delivery method.

## Account Setup & Management

If a member wishes to engage our services but has not been a customer previously, F.H. Paschen will assign a vendor number and work with the customer to provide guidance on pricing and project management/ accounting procedures and requirements. The contract will be administered via the assigned project executive and project team.

*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.*

F.H. Paschen's public agency sales for FY2021 were \$565M. See the below list of our top 5 public agency clients.

CLIENT	TOTAL PURCHASES	KEY CONTACT
Illinois State Toll Highway Authority	\$168,862,941	Pete Foernssler, P.E., S.E. Deputy Chief of Program Implementation P: 630.241.6800 x4812 Peter.Foernssler@getipass.com
Northern Indiana Commuter Transportation District	\$67,767,654	Mike Rowe Deputy Project Manager P: 219.252.7701 Michael.rowe@nictd.com
Chicago Department of Aviation	\$46,312,264	Dan Burke Managing Deputy Commissioner P: 312.744.3520 dan.burke@cityofchicago.org
Chicago Department of Transportation	\$43,933,788	Frank Grimaldi Assistant Commissioner, Design/Construction P: 773.686.6478 frank.grimaldi@cityofchicago.org
Chicago Public Schools	\$40,144,801	Dan Moore Operations / Project Manager P: 773.553.6112 drmoore3@cps.edu

*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.*

Our corporate accounting staff will coordinate the financial and cost information needs of this program. This centralized department administers and monitors all job order-related expenses and issues checks to the management team. Weekly and monthly program cost/labor distribution reports are generated at the corporate office and forwarded to the project staff for review. Accounting and payroll paperwork is prepared at the corporate level, as well. Close communication will be maintained between the corporate accounting staff and program staff throughout the duration of the contract.

A key element of our corporate support, with regard to subcontractors, is labor compliance. We maintain an in-house program that educates all subcontractors of their obligation to ensure that all workers are paid the correct wage for the work they perform before they start work on a project. We require that all subcontractors submit weekly certified payroll information on all projects which is then cross referenced with the Project Superintendent's Contractor Production Report to confirm that the workers who performed the work at the jobsite are listed on the certified payroll information. We regularly check with workers to inquire if they are being paid the correct wage rate in a timely manner and periodically require subcontractors to provide copies of canceled payroll checks to verify that certified payroll information is true and accurate. If violations are discovered, we take immediate action to ensure the workers are properly paid.

*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 OMNIA Partners).**

Pricing for Job Order Contracting under this solicitation will be provided under the RS Means Facilities construction task catalog and will provide a discounted coefficient as required.

**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.**

F.H. Paschen will consider lowering their coefficient from the master agreement depending on the project circumstances and the current cost of labor and construction materials.

**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).**

If the Public Agency refuses or dislikes the pricing in the Master Agreement, F.H. Paschen can provide a non-pre-priced alternative.

**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.**

F.H. Paschen agrees.

**e. Detail Supplier's strategies under these options when responding to a solicitation.**

F.H. Paschen will abide by the parameters specified above.

*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.*

Please refer to Technical Proposal Form 5 for F.H. Paschen's applicable licenses and registrations.

*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.*

F.H. Paschen has achieved great success in the sales, marketing and delivery of cooperative contracting services. We are actively servicing several governmental agencies nationwide. The ability to navigate the government process has been critical to the growth of this program for our company. F.H. Paschen understands the needs of our clients and has developed our delivery process to meet the demands of municipalities, school districts, housing authorities, park districts, transit authorities and airports, among others. This experience has provided our team with the portable skills to quickly assess a variety of workplace environments and political landscapes.

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

Not applicable

# LEO WRIGHT

## Executive Contact

### EDUCATION

DeVry Institute of Technology,  
Telecommunication  
Management

### CERTIFICATIONS

- OSHA 30 Hour, 510
- Certified Job Order Contracting Professional, (CJP)
- USACE Construction Quality Management for Contractors, (CQM)
- First Aid, CPR, and AED

### MEMBERSHIPS

- Choose DuPage, Board Member
- Center For JOC Excellence, Member Committee Chair

**41** YEARS OF  
EXPERIENCE

### PROFESSIONAL EXPERIENCE

*Leo has 41 years of construction industry experience including 26 years with F.H. Paschen. He joined the Company as a Project Superintendent in the Job Order Contract Division (JOC) and was promoted to Project Manager, Chicago JOC Manager and finally Senior Vice President. He is responsible for overseeing the Michigan, Illinois, Virginia, Ohio, Georgia, Florida, and Texas JOC Departments. These departments are made up of over 90 JOC professionals including Project Managers, Superintendents, and Engineers.*

### REPRESENTATIVE PROJECT EXPERIENCE

#### City of Naperville JOC

F.H. Paschen completed an eziQC job order contract with the City of Naperville that began in June 2011 and ran through December 2020. This contract was available to all public entities statewide and was designed for facility repairs and alteration construction services. F.H. Paschen completed 369 work orders which ranged in value from \$3,000 to over \$1 million and totaled \$29,408,952. Projects were site specific, ranging from building renovations to site improvements.

Sample work orders include:

- Buffalo Grove Police Station Break Room & Interview Room | \$78,797
- Centre of Elgin Pool Repairs | \$1 million
- Downers Grove Commuter Station Rehabilitation | \$224,981

#### United States Postal Services JOC | National Program

F.H. Paschen currently holds 33 active USPS JOC/IDIQ contracts with a value completed to date totaling over \$80 million. Contracts exist in Michigan, Illinois, Indiana, Florida, Virginia, North Carolina, South Carolina, New Jersey, and Wisconsin among others. Work orders typically consist of renovation and repair projects in existing and occupied postal facilities.

#### Chicago Public Schools JOC Capital Improvement Plan

The CPS contract was awarded to F.H. Paschen in 2009. The contract ran from December 2009 to January 2015 and had 134 task orders for various project types, including school renovations and site improvements. The work orders ranged in value from \$4,747 to over \$5.9 million and totaled over \$59 million.

#### State of Georgia eziQC

The State of Georgia eziQC® job order contract started in October 2011 and ran through October 2015. The contract performance conditions included on call facility repairs and alterations construction services. In total, F.H. Paschen completed 213 purchase orders which ranged in values from \$3,000 to \$1 million. This contract was available to all public entities statewide and had no maximum dollar value. Projects were site-specific, ranging from building renovations to site improvements.

# BRIAN ROZCICHA

## Account Manager/Sales Lead/Contract Management

### EDUCATION

University of California - Santa Barbara, B.A., History of Public Policy

Western Washington University, Masters Coursework, Secondary Education

### CERTIFICATIONS

- USACE-Construction Quality Management for Contractors (CQM)
- 10 HR OSHA
- 30 HR OSHA
- CPR / First Aid Training
- Certified installer of ARXX Insulated Concrete Form (ICF Product)
- Certified Erosion and Sediment Control Lead

**26** YEARS OF EXPERIENCE

### PROFESSIONAL EXPERIENCE

Brian has 28 years of multi-state construction industry experience including ten years with F.H. Paschen. His experience ranges from the performance of carpentry trade work to supervising and managing the acquisition, scheduling and performance of crews and subcontractors on commercial projects involving both civil and building construction. Brian has managed hundreds of work orders for JOC/IDIQ contracts for clients including USPS and Sourcewell. He excels at overseeing the project and associated staff, cost reports, and Owner communication.

### REPRESENTATIVE PROJECT EXPERIENCE

#### USPS | Metroplex CCTV Upgrades | Pontiac, MI | \$2.1 million

This lump sum project consisted of closed-circuit television upgrades including replacing 157 cameras and cable infrastructure.

#### Sourcewell | Greater Detroit Michigan Area IQCC

This Job Order Contract began in April 2017 and continues through May 2023. To date, two work orders have been issued totaling over \$3 million. The scope of work includes repairs, maintenance, and service requests throughout Greater Detroit. Sample work orders include:

- Nankin Mills Museum Restoration | Detroit, MI | \$2.6 million
- Renovate 3 Wayne County Parks | \$839,825

#### USPS | IDIQ JOC - State of Michigan

This Job Order Contract began in October 2018 and is still active. 25 work orders have been completed totaling over \$1.7 million. The scope of work includes repairs, maintenance, and service requests at various post office facilities. Sample work orders include:

- HVAC Controls | Lincoln Park, MI | \$240,886
- Roof Replacement | Frankfort, MI | \$158,819

#### USPS | Greater Virginia JOC

This Job Order Contract began December 2018 and runs through December 2024. Seven work orders have been completed totaling \$981,667. The scope of work includes repairs, maintenance, and service requests at various post office facilities. Sample work orders include:

- MPO Window Restoration | Cape Charles, VA | \$376,061
- MPO Roof Replacement | South Boston, VA | \$189,540

## 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.**

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### DEFINITIONS

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

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

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

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non-Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non-Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a;

or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

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

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

(a)(1) The Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non-Federal entity receives directly from a Federal awarding agency or indirectly from



a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

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

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

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

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

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

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

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

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

**Subrecipient** means a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program.

A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

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

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

**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       *A*       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       *A*       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       *A*       Initials of Authorized Representative of offeror



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   *AD*   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   *AD*   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





RFP RH- 23-034  
Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for  
Public Agencies in Michigan

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  \_\_\_\_\_ Initials of Authorized Representative of offeror

Offeror's Name:

F.H. Paschen, S.N. Nielsen & Associates LLC

Address, City, State, and Zip Code:

5515 N East River Road, Chicago, IL 60656

Phone Number: 773-444-3474

Fax Number: 773-693-0064

Printed Name and Title of Authorized Representative:

James V. Blair, Agent / Chief Executive Officer

Email Address:

jblair@fhpaschen.com





Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for  
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Offeror's Name:

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Phone Number: 773-444-3474

Fax Number: 773-639-0064

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Printed Name and Title of Authorized

Representative: James V. Blair, Agent / Chief Executive Officer

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Email Address:

jblair@fhpaschen.com

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Signature of Authorized Representative:



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Date: August 29, 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/prevaling 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.

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,

RFP RH- 23-034  
Job Order Contracting Services for the City of Rochester Hills and Cooperative Job Order Contracting Program for  
Public Agencies in Michigan

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

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

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

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

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

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

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

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

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such

litigation to protect the interests of the United States.

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

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

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

#### 4. DAVIS-BACON ACT

- 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

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



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

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 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

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

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

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

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](http://www.sam.gov). See 2 C.F.R. §180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
2. The contract requires the approval of FEMA, regardless of amount.
3. The contract is for federally-required audit services.
4. A subcontract is also a covered transaction if it is awarded by the

contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

- 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)

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

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.

F.H. Paschen, S.N. Nielsen & Associates LLC

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

James V. Blair, Agent / Chief Executive Officer

Name and Title of Contractor's Authorized Official

August 29, 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

- i. 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.*

## 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: F.H. Paschen, S.N. Nielsen & Associates LLC

Address, City, State, and Zip Code:  
5515 N East River Road, Chicago, IL 60656

Phone Number: 773-444-3474 Fax Number: 773-639-0064

Printed Name and Title of Authorized Representative:  
James V. Blair, Agent / Chief Executive Officer

Email Address: jblair@fhpaschen.com

Signature of Authorized Representative: 

Date: August 29, 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.

F.H. Paschen, S.N. Nielsen & Associates LLC  
Company

James V. Blair  
Authorized Representative (print)

5515 N East River Road,  
Address

  
Signature

Chicago, IL 60656  
Address, continued

Agent / Chief Executive Officer  
Title (print)

Brian Rozcicha  
Name of Firm's Contract Administrator

773-444-3474  
Phone Number of Authorized Representative

614-558-1258  
Phone Number of Firm's Contract Administrator

jblair@fhpaschen.com  
E-mail Address of Authorized Representative

brocicha@fhpaschen.com  
E-mail Address of Firm's Contract Administrator

36-4518443  
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 7/28/2023

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**

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/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/g3yzx7cov4jzbnbjsi6p3c54zhyocpz>

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# COST PROPOSAL FORM 1: THE ADJUSTMENT FACTORS CITY OF ROCHESTER HILLS

**CONTRACT CATEGORY:**

- General Construction
- Mechanical, Electrical, and Plumbing

**CONTRACTOR NAME:** F.H. Paschen

**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	.	1	1	1	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	.	1	3	3	2
---	---	---	---	---	---

(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	.	1	1	1	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	.	1	3	3	2
---	---	---	---	---	---

(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	.	2	1	2	0
---	---	---	---	---	---

- 6. Combined Adjustment Factor: (From Line 11 Proposal Form 2)

1	.	1	2	0	5
---	---	---	---	---	---

(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:**                     F.H. Paschen                    

**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)	<u>1.1110</u>
Line 2.	Multiply Line 1 by .60	<u>0.6666</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.1332</u>
Line 4.	Multiply Line 3 by .15	<u>0.1700</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.1110</u>
Line 6.	Multiply Line 5 by .15	<u>0.1667</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.1332</u>
Line 8.	Multiply Line 7 by .5	<u>0.0567</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.2120</u>
Line 10.	Multiply Line 9 by .5	<u>0.0606</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10)	<u>1.1205</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 5<sup>th</sup> decimal place is 0-4, the number in the 4<sup>th</sup> decimal remains unchanged; if the number in the 5<sup>th</sup> decimal place is 5-9, the number in the 4<sup>th</sup> 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:** F.H. Paschen

**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	.	2	5	9	5
---	---	---	---	---	---

(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	.	2	8	4	6
---	---	---	---	---	---

(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	.	2	5	9	5
---	---	---	---	---	---

(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	.	2	8	4	6
---	---	---	---	---	---

(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	.	2	9	7	3
---	---	---	---	---	---

12. Combined Adjustment Factor: (From Line 11 Proposal Form 2)

1	.	2	6	6	4
---	---	---	---	---	---

(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:** F.H. Paschen

**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>1.2595</u>
Line 2.	Multiply Line 1 by .15	<u>0.1889</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.2846</u>
Line 4.	Multiply Line 3 by .10	<u>0.1285</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.2595</u>
Line 6.	Multiply Line 5 by .60	<u>0.7557</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.2846</u>
Line 8.	Multiply Line 7 by .10	<u>0.1285</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.2973</u>
Line 10.	Multiply Line 9 by .5	<u>0.0649</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10)	<u>1.2664</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 5<sup>th</sup> decimal place is 0-4, the number in the 4<sup>th</sup> decimal remains unchanged; if the number in the 5<sup>th</sup> decimal place is 5-9, the number in the 4<sup>th</sup> 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:** F.H. Paschen

**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	.	2	5	9	5
---	---	---	---	---	---

(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	.	2	8	4	6
---	---	---	---	---	---

(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	.	2	5	9	5
---	---	---	---	---	---

(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	.	2	8	4	6
---	---	---	---	---	---

(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	.	2	9	7	3
---	---	---	---	---	---

18. Combined Adjustment Factor: (From Line 11 Proposal Form 2)

1	.	2	6	6	4
---	---	---	---	---	---

(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 7: THE ADJUSTMENT FACTORS COOPERATIVE JOC PROGRAM REGION #3

**CONTRACT CATEGORY:**

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

**CONTRACTOR NAME:** F.H. Paschen

**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	.	2	3	2	4
---	---	---	---	---	---

(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	.	2	5	7	1
---	---	---	---	---	---

(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	.	2	3	2	4
---	---	---	---	---	---

(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	.	2	5	7	1
---	---	---	---	---	---

(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	.	2	9	7	3
---	---	---	---	---	---

24. Combined Adjustment Factor: (From Line 11 Proposal Form 2)

1	.	2	4	0	6
---	---	---	---	---	---

(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:** F.H. Paschen

**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>1.2324</u>
Line 2.	Multiply Line 1 by .15	<u>0.1849</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.2571</u>
Line 4.	Multiply Line 3 by .10	<u>0.1257</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.2324</u>
Line 6.	Multiply Line 5 by .60	<u>0.7395</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.2571</u>
Line 8.	Multiply Line 7 by .10	<u>0.1257</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.2973</u>
Line 10.	Multiply Line 9 by .5	<u>0.0649</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10)	<u>1.2406</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 5<sup>th</sup> decimal place is 0-4, the number in the 4<sup>th</sup> decimal remains unchanged; if the number in the 5<sup>th</sup> decimal place is 5-9, the number in the 4<sup>th</sup> 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:** F.H. Paschen

**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	.	2	3	2	4
---	---	---	---	---	---

(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	.	2	5	7	1
---	---	---	---	---	---

(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	.	2	3	2	4
---	---	---	---	---	---

(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	.	2	5	7	1
---	---	---	---	---	---

(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	.	2	9	7	3
---	---	---	---	---	---

30. Combined Adjustment Factor: (From Line 11 Proposal Form 2)

1	.	2	4	0	6
---	---	---	---	---	---

(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:** F.H Paschen

**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>1.2324</u>
Line 2.	Multiply Line 1 by .15	<u>0.1849</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.2571</u>
Line 4.	Multiply Line 3 by .10	<u>0.1257</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.2324</u>
Line 6.	Multiply Line 5 by .60	<u>0.7395</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.2571</u>
Line 8.	Multiply Line 7 by .10	<u>0.1257</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.2973</u>
Line 10.	Multiply Line 9 by .5	<u>0.0649</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10)	<u>1.2406</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 5<sup>th</sup> decimal place is 0-4, the number in the 4<sup>th</sup> decimal remains unchanged; if the number in the 5<sup>th</sup> decimal place is 5-9, the number in the 4<sup>th</sup> 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:** F.H. Paschen

**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	.	2	1	0	8
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(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	.	2	3	5	0
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(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	.	2	1	0	8
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(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	.	2	3	5	0
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(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	.	2	9	7	3
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36. Combined Adjustment Factor: (From Line 11 Proposal Form 2)

1	.	2	2	0	0
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(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 12: CALCULATION OF THE COMBINED ADJ. FACTOR COOPERATIVE JOC PROGRAM REGION #5

**CONTRACT CATEGORY:**

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

**CONTRACTOR NAME:** F.H. Paschen

**GEOGRAPHIC REGION:** : Flint/Tri Cities Michigan Region #5

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>1.2108</u>
Line 2.	Multiply Line 1 by .15	<u>0.1816</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.2350</u>
Line 4.	Multiply Line 3 by .10	<u>0.1235</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.2108</u>
Line 6.	Multiply Line 5 by .60	<u>0.7265</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.2350</u>
Line 8.	Multiply Line 7 by .10	<u>0.1235</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.2973</u>
Line 10.	Multiply Line 9 by .5	<u>0.0649</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10)	<u>1.2200</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 5<sup>th</sup> decimal place is 0-4, the number in the 4<sup>th</sup> decimal remains unchanged; if the number in the 5<sup>th</sup> decimal place is 5-9, the number in the 4<sup>th</sup> 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 13: THE ADJUSTMENT FACTORS COOPERATIVE JOC PROGRAM REGION #6

**CONTRACT CATEGORY:**

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

**CONTRACTOR NAME:** F.H. Paschen

**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	.	2	1	0	8
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(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	.	2	3	5	0
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(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	.	2	1	0	8
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(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	.	2	3	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	.	2	9	7	3
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42. Combined Adjustment Factor: (From Line 11 Proposal Form 2)

1	.	2	2	0	0
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(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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