

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



RFP-RH-23-034

REQUEST FOR PROPOSALS

FOR

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

LANG
CONSTRUCTORS INC.

PROPOSAL FORM 1: MANAGEMENT PLAN AND COMPANY PROFILE QUESTIONNAIRE

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

Lang Constructors, Inc.

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

9145 Corunna Rd., Flint, Michigan 48532

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

Lang Constructors, Inc incorporated in November 2010, and is headquartered in Flint, Michigan. As a General Contractor, we specialize in a wide range of services, including project management, HVAC, plumbing, mechanical, electrical, concrete, asphalt, and carpentry. Currently holding active Job Order Contracts (JOC) and service multiple sectors such as commercial, municipal, medical, faith-based, and educational. Our workforce includes skilled in-house tradesmen, complemented by a trusted network of subcontractors with whom we have a long-standing relationship. With more than 15 years in the industry, we have earned a reputation for consistently delivering quality and reliability in all our projects.

4. Who is your competition in the marketplace?

Commercial General Contracting in Michigan is a competitive field. We face competition from multiple companies, ranging from large firms to local specialists. Our advantage comes from our focus on quality, customer service, and innovation.

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

Michigan Branch = 20 Employee's
Sales Associates = 5

Florida Branch = 8 Employee's
Sales Associates = 5

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

Lang Constructors Inc operates from two locations. The corporate office is located at 9145 Corunna Rd., Flint, Michigan. The second is at 500 Pullman Rd., Unit 3, Edgewater, Florida 32132

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

2020 = \$6,684,909 2021 = \$9,726,738 2022 = \$6,607,273

8. Submit FEIN and Dunn & Bradstreet report.

FEIN # - 27-4203588
Dun&Bradstreet # - 07-947-6788
Please see attached credit report.

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

2020 = \$5,334,827.58 2021 = \$5,396,225.99 2022 = \$1,678,959.03

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

We collaborate with a diverse network of subcontractors and affiliates. Listed are a few with whom we frequently partner to provide top-tier services across a range of specialties.

* Vetcon Inc. * Lee Industrial * Hutch Paving * D&H Fire Suppression

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

N/A

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

N/A

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

See Attached

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

We will adhere to the standard ordering methods and payment terms as specified in the Request for Proposal (RFP). No additional procedures are anticipated at this time.

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

Our subcontracting plan has been designed to comply with both the State of Michigan's regulations and the specific requirements of municipal projects. We have carefully cultivated a reliable network of prequalified subcontractors skilled in the demands and expectations of Public Sector contracts. This assures both integrity and excellence in our service delivery.

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

We will adhere to the standard agreements as specified in the Request for Proposal (RFP). No additional agreements are anticipated at this time.

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

Yes

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

Yes

(The rest of this page is intentionally left blank)

The Campbell Group

▲ ACRIURE® | AGENCY PARTNER

July 20, 2023

Lang Constructors, Inc.
9145 Corunna Road
Flint, MI 48532

Experience Modification Rate History

To Whom it May Concern:

Below is the experience modification rate history for Lang Constructors, Inc.:

2/21/2019 to 2/21/2020	0.74
2/21/2020 to 2/21/2021	0.72
2/21/2021 to 2/21/2022	0.70
2/21/2022 to 2/21/2023	1.33
2/21/2023 to 2/21/2024	1.33

Please reach out if you have any questions or need additional information.

Sincerely,

Sandy Gardner

Sandy Gardner
Account Manager
(616) 541-1370
sgardner@thecampbellgrp.com



8/17/2023

RE: Experience Modification Rate (EMR) for Lang Constructor, Inc.

To Whom It May Concern:

Please consider the following when reviewing the Experience Modification Rate (EMR) for Lang Constructor, Inc.

When an EMR is calculated, a review of the past three years, not including the current term, are considered. The current EMR for Lang Constructors, inc. takes into account the periods of 2019, 2020 & 2021 but not 2022. Prior to September of 2020, Lang Constructors, Inc. experienced no workplace injuries and earned a below average EMR of .70. Two unrelated workplace injuries transpired in 2020 with another in 2021. The employees who suffered injuries were trade laborers performing work that is now subcontracted as part of the revised business plan implemented in 2022. While all the injured employees were able to return to work once recovered, the employee injured in 2021 has disputed the physician's position and has entered into litigation over the decision. The litigation has caused a substantial reserve to be allocated by the insurance carrier as a defense fund. Until this litigation is resolved, the anticipated loss amount is artificially high for the injury that occurred in 2021.

Additionally, over the course of the past two years, Lang Constructors, Inc. has made several changes to their business model. Those changes have also negatively impacted the formula used when calculating an EMR. By reducing the number of skilled tradesmen on staff and electing to subcontract rather than self-perform Lang Constructors, Inc. has effectively reduced the potential for accidents to occur in the future. However, due to these changes, the historical information used, and the projections of what is expected, simply do not match up. When coupled with the pending litigation, the EMR that is calculated is higher than it would have been had the business model not changed. Once the historical information properly reflects the current structure, the EMR will provide a more accurate reflection of Lang Constructors, Inc.



In addition to the steps taken to reduce workplace injuries by reducing the number of tradespersons on staff and subcontracting out those trades, Lang Constructors, Inc. has also instituted additional safety protocols as recommended by the insurance company's loss control professionals. Those include establishing a company safety officer who now inspects job sites, holds safety meetings weekly on and off job sites, and conducts regularly scheduled Toolbox Talks with Lang Construction employees. The safety officer also pursues continuing education by attending safety training courses, seminars and reviewing videos routinely.

Please contact me if you have any questions or wish to discuss this in greater detail.

Respectfully,

DocuSigned by:
Daniel Cusenza
26173A7ED15F455...

Dan Cusenza
Surety Practice Leader
Acrisure LLC DBA The Campbell Group
4808 Broadmoor Ave SE
Kentwood, MI 49512
616-541-1335 office
517-214-1891 cell

CreditScoreSM Report

as of: 07/27/23 11:09 ET

Lang Constructors, Inc

Address: 9145 Corunna Rd
 Flint, MI 48532-5508
 United States
Phone: 810-743-6702
Website: langbuild.com
Experian BIN: 983134895
Agent: Jeffrey T Lang
Agent Address: 9145 Corunna RD
 Flint, MI

Key Personnel: President: Jeffrey T Lang
 President: Jeffrey T Land
 Tracey Spicer
SIC Code: 1521-Construction, Single-Family
 Houses
 1611-Highway & Street Const, Exc
 Elev Hwys
NAICS Code: 236115-New Single-Family Housing
 Construction (Except For-Sale
 Builders)
 236118-Residential Remodelers
 237310-Highway, Street, And Bridge
 Construction
Business Type: Corporation
**Experian File
 Established:** March 2014
Experian Years on File: 9 Years
Years in Business: 12 Years
Total Employees: 3
Sales: \$925,000
Filing Data Provided by: Michigan
Date of Incorporation: 11/04/2010

Experian Business Credit Score

78
 Business Credit
 Score

Low Risk

The objective of the Experian Business Credit Score is to predict payment behavior. High Risk means that there is a significant probability of delinquent payment. Low Risk means that there is a good probability of on-time payment.

Key Score Factors:

- Number of good commercial accounts.
- Length of time on Experian's file.
- Nbr of leasing accts as pct of total nbr of accts.
- Commercial account delinquency in last 12 months.

Business Credit Scores range from a low of 1 to high of 100 with this company receiving a score of 78. Higher scores indicate lower risk. This score predicts the likelihood of serious credit delinquencies within the next 12 months. This score uses tradeline and collections information, public filings as well as other variables to predict future risk.

Experian Financial Stability Risk Rating

1

Financial Stability Risk Rating



Low Risk



A Financial Stability Risk Rating of 1 indicates a 0.55% potential risk of severe financial distress within the next 12 months.

Key Rating Factors:

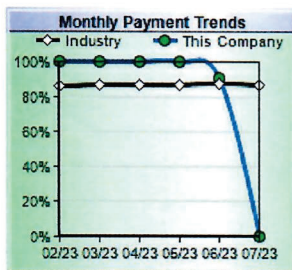
- Number of active commercial accounts.
- Risk associated with the company's industry sector.
- Risk associated with the business type.
- Employee size of business.

Financial Stability Risk Ratings range from a low of 1 to high of 5 with this company receiving a rating of 1. Lower ratings indicate lower risk. Experian categorizes all businesses to fit within one of the five risk segments. This rating predicts the likelihood of payment default and/or bankruptcy within the next 12 months. This rating uses tradeline and collections information, public filings as well as other variables to predict future risk.

Credit Summary

Current Days Beyond Terms (DBT):	0	Payment Tradelines (see charts):	5
Predicted DBT for 09/20/2023:	1	UCC Filings:	4
Average Industry DBT:	6	✓ Businesses Scoring Worse:	77%
Payment Trend Indicator:	No Trend Identifiable	✓ Bankruptcies:	0
Lowest 6 Month Balance:	\$159	✓ Liens:	0
Highest 6 Month Balance:	\$25,437	✓ Judgments Filed:	0
Current Total Account Balance:	\$5,564	✓ Collections:	0
Highest Credit Amount Extended:	\$25,437		

Payment Trend Summary



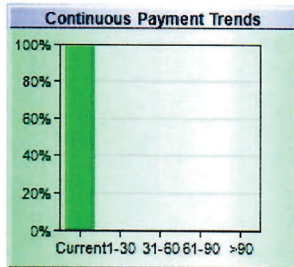
Insufficient information to produce Quarterly Payment Trends chart.

*Percentage of on-time payments by month.

Monthly Payment Trends - Recent Activity

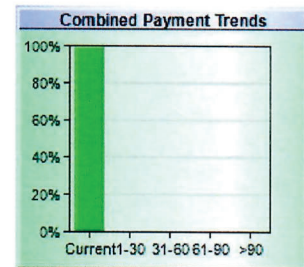
Date	Current	Up to 30 DBT	31-60 DBT	61-90 DBT	>90 DBT
02/23	0%	0%	0%	0%	0%
03/23	0%	0%	0%	0%	0%
04/23	0%	0%	0%	0%	0%
05/23	100%	0%	0%	0%	0%
06/23	91%	9%	0%	0%	0%
07/23	0%	100%	0%	0%	0%

Insufficient information to produce
Quarterly Payment Trends
table.



*Continuous distribution with DBT.

Insufficient information to produce
Newly Reported Payment Trends
chart.



*Combined distribution with DBT.

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Michigan Department of Energy, Labor & Economic Growth

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - PROFIT

for

LANG CONSTRUCTORS INC.

ID NUMBER: 03490L

received by facsimile transmission on November 3, 2010 is hereby endorsed

Filed on November 4, 2010 by the Administrator.

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



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 4TH day of November, 2010.

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

Director

**MICHIGAN DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES**

Date Received

(FOR BUREAU USE ONLY)

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

Name

Address

City

State

ZIP Code

EFFECTIVE DATE:

Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office.

ARTICLES OF INCORPORATION

For use by Domestic Profit Corporations

(Please read information and instructions on reverse side)

Pursuant to the provisions of Act 284, Public Acts of 1972, the undersigned executes the following Articles:

ARTICLE I

The name of the corporation is:

Lang Constructors Inc.

ARTICLE II

The purpose or purposes for which the corporation is formed is to engage in any activity within the purposes for which corporations may be formed under the Business Corporation Act of Michigan.

ARTICLE III

The total authorized shares:

1. Common Shares 60,000

Preferred Shares _____

2. A statement of all or any of the relative rights, preferences and limitations of the shares of each class is as follows:
All shall have equal rights and preferences.

ARTICLE IV1. The name of the resident agent at the registered office is: Jeffrey T. Lang

2. The street address of the location of the registered office is:

8065 Sunset Drive Flint, MI

(Street Address)

(City)

, Michigan

48532

(Zip Code)

3. The mailing address of the registered office if different than above:

Same

(P.O. Box or Street Address)

(City)

, Michigan

(Zip Code)

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
Jeffrey T. Lang	8065 Sunset Drive Flint, MI

ARTICLE VI (Optional, Delete if not applicable)

When a compromise or arrangement or plan of reorganization of this corporation is proposed between this corporation and its creditors or any class of them or between this corporation and its shareholders or any class of them, a court of equity jurisdiction within the state, on application of this corporation or of a creditor or shareholder thereof, or an application of a receiver appointed for the corporation, may order a meeting of the creditors or class of creditors or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or reorganization, to be summoned in such manner as the court directs. If a majority in number representing 3/4 in value of the creditors or class of creditors, or of the shareholders or class of shareholders to be affected by the proposed compromise or arrangement or a reorganization, agree to a compromise or arrangement or a reorganization of this corporation as a consequence of the compromise or arrangement, the compromise or arrangement of the reorganization, if sanctioned by the court to which the application has been made, shall be binding on all the creditors or class of creditors, or on all the shareholders or class of shareholders and also on this corporation.

ARTICLE VII (Optional, Delete if not applicable)

Any action required or permitted by the Act to be taken at an annual or special meeting of shareholders may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the action were present and voted. A written consent shall bear the date of signature of the shareholder who signs the consent. Written consents are not effective to take corporate action unless within 60 days after the record date for determining shareholders entitled to express consent to or to dissent from a proposal without a meeting, written consents dated not more than 10 days before the record date and signed by a sufficient number of shareholders to take the action are delivered to the corporation. Delivery shall be to the corporation's registered office, its principal place of business, or an officer or agent of the corporation having custody of the minutes of the proceedings of its shareholders. Delivery made to a corporation's registered office shall be by hand or by certified or registered mail, return receipt requested.

Prompt notice of taking of the corporate action without a meeting by less than unanimous written consent shall be given to shareholders who would have been entitled to notice of the shareholder meeting if the action had been taken at a meeting and who have not consented to the action in writing. An electronic transmission consenting to an action must comply with Section 407(3).

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

I, (We), the incorporator(s) sign my (our) name(s) this 3 day of NOVEMBER, 2010

[Signature]

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: Alvin Marshall

Title: Senior Project Manager

Company: Lang Constructors, Inc.

Address: 9145 Corunna Rd

City: Flint State: Michigan Zip: 48532

Phone: 810-743-6702 Fax: 810-743-7090

Email: al@langconstructors.com

Marketing

Contact Person: Michelle Lang

Title: Marketing Director

Company: Lang Constructors, Inc.

Address: 9145 Corunna Rd.

City: Flint State: Michigan Zip: 48532

Phone: 810-743-6702 Fax: 810-743-7090

Email: michelle@langconstructors.com

Account Manager / Sales Lead

Contact Person: Dave Senkbeil

Title: Account Manager / Business Developer

Company: Lang Constructors, Inc

Address: 9145 Corunna Rd.

City: Flint State: Michigan Zip: 48532

Phone: 810-743-6702 Fax: 810-743-7090

Email: dave@langbuild.com

Sales Support

Contact Person: Emily Lang

Title: Account Coordinator

Company: Lang Constructors, Inc

Address: 9145 Corunna Rd

City: Flint State: Michigan Zip: 48532

Phone: 810-743-6702 Fax: 810-743-7090

Email: langemily6@gmail.com

Contract Management (if different than the Sales Lead)

Contact Person: Jeffrey Lang

Title: Managing Director

Company: Lang Constructors, Inc

Address: 9145 Corunna Rd

City: Flint State: Michigan Zip: 48532

Phone: 810-743-6702 Fax: 810-743-7090

Email: jeff@langbuild.com

Financial Reporting

Contact Person: Tracey Spicer-Robertson

Title: Finance Manager

Company: Lang Constructors, Inc

Address: 9145 Corunna Rd.

City: Flint State: Michigan Zip: 48532

Phone 810-743-6702 Fax: 810-743-7090

Email: tracey@langbuild.com

Billing & Reporting/Accounts Payable

Contact Person: Rebecca Bolinger

Title: Payables and Receivables

Company: Lang Constructors, Inc

Address: 9145 Corunna Rd

City: Flint State: Michigan Zip: 48532

Phone: 810-743-6702 Fax: 810-743-7090

Email: office@langbuild.com

(The rest of this page is intentionally left blank)

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)

Please see attached.

(The rest of this page is intentionally left blank)



July 20, 2023

Re: Lang Constructors, Inc.

To Whom It May Concern:

Please let this letter serve as a bonding reference for our valued client, Lang Constructors, Inc. We find this firm to be very well qualified, capably managed, well-staffed, organized, reputable, cooperative, and extremely credit worthy. Currently Lang Constructors, Inc. has bonding limits of \$6,000,000 single job, \$15,000,000 aggregate program, though we would be willing to consider projects above these limits.

Our approval of any request would be conditioned upon applicable underwriting considerations at the time of the bond request. This letter is not an assumption of liability. We have issued this letter only as a bonding reference requested by our client.

I trust this to be a satisfactory reference, but if additional information is needed, please feel free to contact our office. For your further reference, Westfield Insurance, a member of Westfield Group, is a multi-line property and casualty insurance company, and is currently rated "A" by A.M. Best and combined with other companies in our group, has a Treasury Department single project qualification of more than \$200 million.

Sincerely,

Drew Osika

Drew Osika
Surety Underwriter
Westfield Insurance



WESTFIELDTM

2851 Charlevoix Drive, S.E. | Suite 325
Grand Rapids, MI 49546
616.649.6563
drewosika@westfieldgrp.com

PROPOSAL FORM 4: INSURANCE REQUIREMENTS

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

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

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

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

PROPOSAL FORM 5: REQUIRED LICENSE AND CERTIFICATIONS

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

(The rest of this page is intentionally left blank)

Please see attached.

GRETCHEN WHITMER Governor	Michigan Department of Licensing and Regulatory Affairs Bureau of Construction Codes	P936915
Plumbing Contractor License		
JEFFREY LANG 9145 CORUNNA RD FLINT, MI 48532		
License No. 8004629	Expiration Date: 04/30/2025	This document is duly issued under the laws of the State of Michigan

	R-410A Safety	esco institute Program EPA Approved December 28, 1993	
CERTIFICATE NO.	04783342182	CERTIFICATE NO. 0478334218200	
MICHAEL S. SHEAHAN		NAME: MICHAEL S. SHEAHAN	
Has successfully completed training and is certified in the safe handling of R-410A.		has been certified as a	
<small>R-410A is also known as "AZ-20", "Suva 410A", and "Puron". (The above in " are trademark names of Honeywell, Dupont, and Carrier respectively.)</small>		UNIVERSAL	
		technician as required by 40CFR part 82 subpart F	

License Information:

Mechanical Contractor 7117441

Licensee Detail

License Type: Mechanical Contractor

Type:

License Number: 7117441

Name: MICHAEL S SHEAHAN

License State: MI

Title:

Business Type: Mechanical Contractor

Business Name: LANG CONSTRUCTORS INC

Number of Sites:

Business License Expiration Date:

License Issue Date: 02/22/2016

License Expiration Date: 08/31/2025

License Status: Issued

DBA:

LICENSE CLASSIFICATIONS

License Class: 2 - HVAC Equipment

License Class: 7 - Limited Refrigeration and Air Conditioning Service

License Class: Law

License Class: 5 - Limited Heating Service

License Class: 1 - Hydronic Heating and Cooling and Process Piping



Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes
Boiler Installer License

MICHAEL S SHEAHAN
5185 TAHOE DR
DAVISON, MI 48423

License No:
3106244 1B

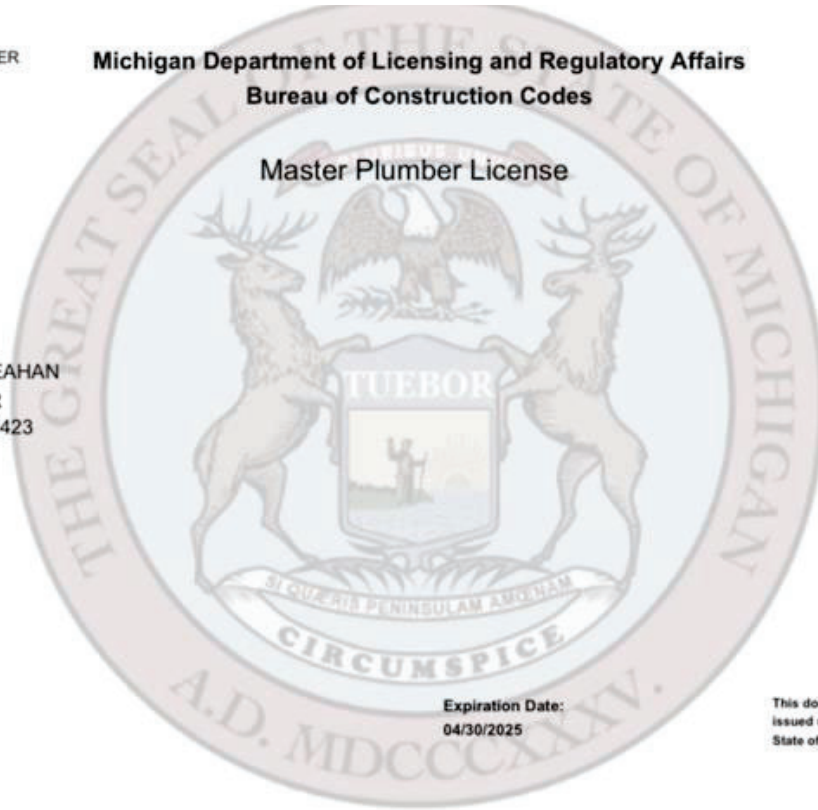
Expiration Date:
12/31/2023

GRETCHEN WHITMER
Governor

**Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes**

Master Plumber License

MICHAEL S SHEAHAN
5185 TAHOE DR
DAVISON, MI 48423



License No.
8113319

Expiration Date:
04/30/2025

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

RICK SNYDER
GOVERNOR

M6783359

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

RESIDENTIAL BUILDER
LICENSE

JEFFREY THEODORE LANG
8065 SUNSET DR
FLINT MI 48532

LICENSE NO.

EXPIRATION DATE

AUDIT NO.

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

PROPOSAL FORM 6: KEY PERSONAL PROJECT MANAGER

Name: Lang Constructors, Inc.

Name: Alvin Marshall

Title: Senior Project Manager

of Years with the Firm: 8 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: 20 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 Matt Demyanovich **Title** Maintenance Supervisor

Telephone: 313-337-2304 Email Address: Matthew.R.Demyanovich@usps.gov

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 Richard Konik **Title** Principal Engineer

Telephone: 248-352-0099 Email Address: Rkonik@STA-architects.com

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Alvin D. Marshall III

(810) 938-4745

Al@Langconstructors.com

PROFESSIONAL EXPERIENCE

Lang Constructors Inc.

Flint, Michigan, United States

Sr. Project Manager – IDIQ/JOC Coordinator

Aug 2016 - Present

- Oversee all aspects of construction from inception, to bidding, managing, supervising and creating safety plans for projects.
- Work with customers to develop scopes, budgets and safe practices on their projects.
- Specialize in government projects utilizing hard bids and Job Order Contracting.
- Perform Congressional Inquiries for Government Agencies.
- Manage upwards of 20-30 projects at any given time.

Marshall Contracting Service, LLC

Linden, Michigan, United States

Owner/President

May 2016 - Present

- Oversee all aspects of construction from inception, to bidding, managing, supervising and creating safety plans for projects.
- Work with customers to develop scopes, budgets and safe practices on their projects.
- Specialize in government projects utilizing hard bids and Job Order Contracting.
- Perform Congressional Inquiries for Government Agencies.
- Manage upwards of 20-30 projects at any given time.

Hayhoe Contracting Services

Holt, Michigan United States

Senior Project Manager

Aug 2014 – Aug 2016

- Estimated and Project Managed all aspects of General Contracting side of business.
- Bid, manage, supervise and implement safety controls on all projects.
- Estimated and executed hundreds of projects.
- Received Job Order Contracting Awards and successfully implemented them through completion.

Allied Building Services

Detroit, Michigan United States

Project Manager

Jan 2004 – Aug 2014

- Lead estimator and Project Manager.
- Responsible for hundreds of estimates and projects through completion.
- Bid and was awarded several IDIQ & JOC government contracts.
- Helped develop and grow a new Service Disabled Veteran Owned Construction Company Which Allied Building Service was 49% owner to exceed dollar values of \$50 Million.

EDUCATION

UNIVERSITY OF MICHIGAN

Michigan, United States

B.S. Science in Resource Planning, Dec 2002

ADDITIONAL SKILLS

- 2008 Michigan Government Contractor of the Year
- Michigan Snowmobile Association Member
- Department of Homeland Security- Favorably Adjudicated
- USPS favorable contractor
- FBI Cleared Background Check
- OSHA 30 hour Certified
- HILTI Firestop Certification
- U.S. Army Corp of Engineers Construction Quality Management Certificate
- Lead & Asbestos Awareness Certification

PROPOSAL FORM 7: KEY PERSONNEL LEAD SUPERINTENDENT

Name: Lang Constructors, Inc.

Name: Ron Momany

Title: Superintendent

of Years with the Firm: 1

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: 30 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 Dennis Turzak Title Project Manager

Telephone: 313-268-3370 Email Address: dennis.turzak@gsa.gov

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 Michael Bogue Title Project Manager

Telephone: 313-570-3569 Email Address: michael.bogue@gsa.gov

(The rest of this page is intentionally left blank)

Ronald Momany

(248) 379-9630
Ron@lanbuild.com

PROFESSIONAL EXPERIENCE

Lang Constructors Inc.

Edgewater Florida, United States

Project Manager

2023 - Present

- Specialize in government projects utilizing hard bids and Job Order Contracting.
- Facilitate the project lifecycle of highly confidential federal contracts, ensuring meticulous contractor vetting, coordination, reporting, compliance, and risk management.
- Directly oversee all aspects of construction from inception, to bidding, managing, supervising, and creating safety plans for projects.
- Collaborate closely with clients to define project scopes, budgets, and safety practices.

Frederick Construction

Vicksburg, Michigan United States

Project Manager

2011 – 2023.

- Managed end-to-end project lifecycle for highly confidential federal contracts, overseeing contractor vetting, coordination, reporting, compliance, and risk management.
- Coordinated cross-functionally with key stakeholders, including team members, contractors, and state and federal agencies, ensuring seamless communication for effective execution.
- Successfully delivered projects up to \$20 million on time and within budget.
- Led project teams in assessing daily performance, allocating resources, and achieve objectives.

Quality Landscape & Construction

Auburn Hills, Michigan, United States

Owner & Operator

1976 – 2005

- Led strategy and operations of a commercial and residential landscape and construction company managing HR, business administration, staff, resource allocation, procurement.
- Strengthened customer relationships, directed negotiations, and achieved cost savings with major clients in both the public and private sectors.
- Built top-performing teams and established a first-rate customer experience, growing the company from zero to \$3 million in value at the time of sale.
- Implemented standard operation procedures and policies, identifying areas of inefficiency, and Supporting process improvements.

Education

General Studies

PROPOSAL FORM 8: KEY PERSONNEL SAFETY MANAGER

Name: Lang Constructors, Inc.

Name: Nicholas Youmans

Title: Superintendent / Safety Manager

of Years with the Firm: 16 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

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 David Gregg Title Project Manager

Telephone: 810-252-7538 Email Address: dgregg@vet-con.us

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 Tim Barden Title Physical Plant Director

Telephone: 810-515-4349 Email Address: tbarden@umich.edu

(The rest of this page is intentionally left blank)

Nick Youmans

Nick@Langbuild.com

Professional Experience

Lang Constructors Inc.

Senior Superintendent – Safety Manager

Flint, Michigan

2007 – Present

- Daily supervision and leadership to construction crews, ensuring smooth operations and efficient workflow.
- Enforce strict adherence to Safety Program and Procedures, promoting a culture of safety throughout the organization.
- Report projects progress, safety compliance, and any concerns to the project manager, ensuring effective communication and coordination.

Mid-Michigan Concrete

Foreman

Flushing, Michigan

1998 - 2007

- Set and Place forms to proper elevations and locations.
 - Conduct comprehensive field-related quality control measures to meet project standards and specifications.
 - Supervise multiple crews, optimizing productivity and ensuring project milestones are achieved.
-

ADDITIONAL SKILLS

- Able to manage and coordinate multiple projects in a fast-paced professional environment.
- Strong written and verbal communication skills
- Excellent attention to detail, ensuring precision and accuracy in project execution and safety protocols.
- Strong negotiation skills, enabling successful interactions with clients, vendors, and team members.
- Troubleshoot problems effectively and efficiently.
- OSHA 30 HR Certification
- Chauffeur License
- Aerial Lift Certification
- Forklift Certification
- CPR/Defibrillator Certification
- Lead Awareness Certification
- OSHA Compliance Certification
- Fall Protection Certification

PROPOSAL FORM 9: COMPARABLE CONSTRUCTION EXPERIENCE

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

Proponent's Name: Tim Barden

Agency / Client Name: The University of Michigan/The University of Michigan-Flint

Project Name: Central Energy Plant Boiler Replacement

Project Number: 359

Project Value: \$201,077.01

Company Role: Sub-Contractor Prime JV Contractor

Agency Public Private

Location: Within State of Michigan

Estimated Self Performance (%): 100%

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

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

Demo and replace boiler stack, expansion tank breeching. Structural steel framing and concrete
Floor infill and installation of new 60,000 lb.steam boiler including associated piping.

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 Tim Barden

Title Assistant Director

Telephone: 810-766-6704

Email Address: TBarden@umich.edu

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: Russ Parks

Agency / Client Name: Carman-Ainsworth Schools

Project Name: Structural Improvementsfor Woodland Schools

Project Number: 21-014

Project Value: \$137,777.00

Company Role: Sub-Contractor Prime JV Contractor

Agency Public Private

Location: Within State of Michigan

Estimated Self Performance (%): 95%

(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)

Remove mechanical equipment and piping to install new structural steel at the roof
structure and then install mechanical equipment and piping. Roof cave in due to water
accumulation, interior hanging failed pressure tank in boiler room. Emergency shorings,
structural beam repair, new pressure tank and associated electrical/controls and recommissioning
of boiler system.

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 Russ Parks

Title Project Manager

Telephone: 810-397-5502

Email Address: rparks@carmanainsworth.org

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: Tyler Abbs

Agency / Client Name: Purchasing/City of Midland

Project Name: Civic Arena Hot Water Storage Tank Replacement

Project Number: 4319

Project Value: \$49,777.00

Company Role: Sub-Contractor Prime JV Contractor

Agency: Public Private

Location: Within State of Michigan

Estimated Self Performance (%): 100%

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

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

Removal, disposal of (3) each hot water storage tanks and installation of (2) each new 750
gallon 125psi working pressure jacketed and insulated storage tanks. Removal of walls, rigging
of tanks to install on 2nd floor mechanical room, re-working of return & supply runs, start
up and commissioning.

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 Tyler Abbs

Title Facilities Manager

Telephone: 989-837-3370

Email Address: tabbs@midland-mi.org

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: Craig Bryant

Agency / Client Name: National Parks Service/Indiana Dunes National Park

Project Name: Pavement and Site Improvements

Project Number: 140P6423P0010

Project Value: \$257,777.00

Company Role: Sub-Contractor Prime JV Contractor

Agency: Public Private

Location: Within State of Michigan

Estimated Self Performance (%): 55%

(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)

Provide labor, material, & tools and other necessary equipment for the installation of
Pavement and Site Improvements. Remove existing fencing & signage, grade sub base for correct
drainage, install new asphalt lot, create a new drainage ditch, install new fencing & gates,
install new concrete pole bases, install new solar pole lights, restoration and erosion control.

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 Craig Bryant

Title Contracting Officer

Telephone: 330-468-2500 ext. 6

Email Address: craig_bryant@nps.gov

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: Jeff Markstrom

Agency / Client Name: Rowe Engineering/City of Flint

Project Name: City of Flint Water Service Line Replacement

Project Number: 19-026

Project Value: \$8,267,399.90

Company Role: Sub-Contractor Prime JV Contractor

Agency Public Private

Location: Within State of Michigan

Estimated Self Performance (%): 100%

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

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

Provide all labor, material & equipment to replace water service lines in the City of Flint

Provide exploratory excavation to identify existing water service line pipe per composition.

Installation of new 3/4"/1" copper water service line from corporation on water main to curb stop to water meter in basement. Over 2000 each services.

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 Jeff Markstrom

Title Division Manager

Telephone: 810-341-7500

Email Address: JMarkstrom@rowepsc.com

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

PROPOSAL FORM 10: COMPARABLE JOC/IDIQ EXPERIENCE

General

- 1. Agency Name: SM Facilities/Joc USPS Services-MI
- 2. Contract Number: 104267-18-B-0037

Reference Information

- 3. Reference Name, Position: Lynn Swider/Contracting Officer
- 4. Address: 6 Griffin Road N

- 5. City, State, Zip Code: Windsor, CT 0600-7003
- 6. Phone Number: 860-285-7229
- 7. Email Address: lynn.f.swider@usps.gov

Contract Time:

- 8. Total Duration of Contract:* 1 year with 4 year option
- 9. Award Date: 6/28/2018
- 10. Expiration/Termination Date(or still active): Active

Contract Amounts:

- 11. Total Maximum Amount of Contract (all options):** 20 million
- 12. Total Amount of Work Issued (\$): 9,500,000.00
- 13. Total Number of Job Orders Issued (#): 92

Key Personnel

- 14. Name and Position: Jeffrey T. Lang/Managing Director
- 15. Name and Position: Alvin Marshall/Senior Project Manager
- 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 9: COMPARABLE CONSTRUCTION EXPERIENCE

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

Proponent's Name: Charles Durocher

Agency / Client Name: JOC-MI/USPS Detroit NDC Allen Park, MI

Project Name: Window Wall Replacement

Project Number: J55281

Project Value: \$368,994.79

Company Role: Sub-Contractor Prime JV Contractor

Agency Public Private

Location: Within State of Michigan

Estimated Self Performance (%): 45%

(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)

Remove and replace windows and frames on 2nd floor NDC Allen Park USPS facility.

Replace approximately 500 lineal ft. of 6' tall insulated glazing systems. New anodized aluminum frames, fine treated blocking, sheet metal, flashing, and insulated glass panels.

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 Charles Durocher

Title Project Manager

Telephone: 616-866-0771

Email Address: Charles.B.Durocher@usps.gov

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

PROPOSAL FORM 10: COMPARABLE JOC/IDIQ EXPERIENCE

General

- 1. Agency Name: SM Facilities/Joc USPS Services-FL
- 2. Contract Number: 104267-20-B-0084

Reference Information

- 3. Reference Name, Position: James Fisher Contracting Officer
- 4. Address: 475 Lefant PLZ SW
Room 1246
- 5. City, State, Zip Code: Washington, DC 20260-6201
- 6. Phone Number: 202-268-6613
- 7. Email Address: James.a.fisher@usps.gov

Contract Time:

- 8. Total Duration of Contract:* 1 year with 4 year option
- 9. Award Date: 7/10/2020
- 10. Expiration/Termination Date(or still active): Active

Contract Amounts:

- 11. Total Maximum Amount of Contract (all options):** 20 million
- 12. Total Amount of Work Issued (\$): 2,983,842.60
- 13. Total Number of Job Orders Issued (#): 122

Key Personnel

- 14. Name and Position: Jeffrey T. Lang/Managing Director
- 15. Name and Position: Alvin Marshall/Senior Project Manager
- 16. Name and Position: Ron Momany/Superintendent
- 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 9: COMPARABLE CONSTRUCTION EXPERIENCE

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

Proponent's Name: Brian Martin

Agency / Client Name: USPS/USPS Pottsburg Station FL

Project Name: HVAC Heat Pumps Replacement

Project Number: K61239

Project Value: \$101,271.43

Company Role: Sub-Contractor Prime JV Contractor

Agency: Public Private

Location: Within State of Michigan

Estimated Self Performance (%): 50%

(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)

Removal and replacement of (3) each heat pumps.

Emergency response, supplied/installed temporary HVAC systems. Supply and installation of (3) each new 10-15 Ton RTU heat pumps including associated electrical & controls.

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 Brian Martin

Title Project Manager

Telephone: 904-783-7281

Email Address: Biran.D.Martin@usps.gov

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

PROPOSAL FORM 10: COMPARABLE JOC/IDIQ EXPERIENCE

General

- 1. Agency Name: CCOG Equalis Group-MI
- 2. Contract Number: CCOG-2141E

Reference Information

- 3. Reference Name, Position: David Robbins, Director of Procurement
- 4. Address: 6001 Cochran Road
Suite 333
- 5. City, State, Zip Code: Cleveland, OH 44139
- 6. Phone Number: 303-328-9553
- 7. Email Address: DRobbins@equalisgroup.org

Contract Time:

- 8. Total Duration of Contract:* 2 years with 1 year option
- 9. Award Date: 6/30/2023
- 10. Expiration/Termination Date(or still active): Active

Contract Amounts:

- 11. Total Maximum Amount of Contract (all options):** N/A
- 12. Total Amount of Work Issued (\$): 142,650.64
- 13. Total Number of Job Orders Issued (#): 2

Key Personnel

- 14. Name and Position: Jeffrey T. Lang/Managing Director
- 15. Name and Position: David Senkbeil/Account Manager/Business Developer
- 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 9: COMPARABLE CONSTRUCTION EXPERIENCE

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

Proponent's Name: Chad Anthony

Agency / Client Name: Equalis Group/AuGres-Sims School District

Project Name: Baseball Dugout Renovations

Project Number: 2905

Project Value: 116,470.64

Company Role: Sub-Contractor Prime JV Contractor

Agency Public Private

Location: Within State of Michigan

Estimated Self Performance (%): 100%

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

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

Demo, load, haul and dispose of (2) each existing baseball dugouts.

Build and install new dugouts

Demo existing, design new dugouts, excavate new foundations, masonry, roofing, electrical siding and painting.

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 Chad Anthony

Title Project Manager

Telephone: 989-876-4685

Email Address: anthonyc@ags-schools.org

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: Chad Anthony

Agency / Client Name: Equalis Group/AuGres-Sims School District

Project Name: Baseball Dugout Renovations

Project Number: 2905

Project Value: 116,470.64

Company Role: Sub-Contractor Prime JV Contractor

Agency Public Private

Location: Within State of Michigan

Estimated Self Performance (%): 100%

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

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

Demo, load, haul and dispose of (2) each existing baseball dugouts.

Build and install new dugouts

Demo existing, design new dugouts, excavate new foundations, masonry, roofing, electrical siding and painting.

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 Chad Anthony

Title Project Manager

Telephone: 989-876-4685

Email Address: anthonyc@ags-schools.org

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

PROPOSAL FORM 11: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

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

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

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

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

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

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

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

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

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

Please circle your intention below:

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

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

Signature

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

Name of Proposer: Lang Constructors, Inc

City/State/Zip: Flint, Mi 48532

Telephone No.: 810-743-6702

If a partnership, names and addresses of partners:

N/A

Notarized

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

Notary Public in and for the County of Shiawassee

State of MI

My commission expires: April 12, 2028

Signature: Tracy Spicer Robertson

State of Michigan

TRACEY SPICER ROBERTSON

Notary Public

Appointment Date: 14-Sep-2021

Expiration Date: 12-Apr-2028

County: SHIAWASSEE

Tracey Spicer Robertson
(Signature as commissioned)

Jocelyn Benson, Secretary of State

Notary Public Commission Card

Form 10 (01/20)

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. Provided previously.

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.
We are fully committed to partnering with the City of Rochester Hills and OMNIA Partners in developing and executing a marketing strategy that will benefit all current and potential Participating Public Agencies. Within the first 10 days of being awarded the Master Agreement, our executive leadership will promptly endorse the contract, establishing it as our primary public sector go-to-market strategy.
 - 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 will allocate resources toward training our employees, including our sales force, to ensure a seamless transition and effective implementation of the Master Agreement within the first 90 days. This training will aim to be conducted in collaboration with both our executive leadership and the OMNIA Partners team. Our goal is to create a collaborative relationship that maximizes reach and effectiveness in delivering our services to public agencies.

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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
 - 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

Within the first 90 days following the award of the Master Agreement, our primary focus will be on the design, publication, and distribution of co-branded marketing materials. Our aim is to provide clear and compelling information to our current Participating Public Agencies, existing Public Agency customers, and prospective agencies. We will collaborate with our design team to create co-branded brochures, flyers, and digital content. Once these materials are finalized, we are committed to distributing them through appropriate channels to maximize their reach. In addition, we will explore opportunities for regional advertising in trade publications and consider a variety of avenues for further promotion, such as industry gatherings in collaboration with OMNIA Partners. We will also evaluate the feasibility of providing a web section that highlights our partnership with OMNIA Partners. This focused approach is intended to inform and engage a wide range of Public Agencies, enhancing their understanding and encouraging utilization of the Master Agreement.

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.

Upon the award of the Master Agreement through OMNIA Partners, our priority will be to ensure a smooth transition for our existing Public Agency customers. Our approach will include direct communication with these customers to explain the benefits and new options available under the OMNIA Partners Master Agreement. We will provide detailed guidelines and assist in any administrative requirements for the transition. As for positioning, we currently hold four regional Job Order Contracts: Michigan USPS, Florida USPS, Michigan Equalis, and Ohio Equalis. The OMNIA Partners Master Agreement will be introduced as our primary go-to-market strategy for Public Agencies, distinguishing itself with its broader range of offerings and enhanced value proposition. This agreement will be strategically placed at the forefront of our cooperative agreements, serving as the most comprehensive option for public sector procurement.

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.

We hereby acknowledge and agree to provide our company logo(s) to the City and OMNIA Partners for use in marketing communications and promotions. We also understand that the use of the OMNIA Partners logo for any of our own promotional or marketing activities will require prior permission for reproduction.

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 we will be proactive in direct sales of our goods and services to Public Agencies and will promptly follow up on leads established by OMNIA Partners. All our sales materials related to this contract will feature the OMNIA Partners logo. Our sales initiatives will clearly communicate that the Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency, offers the best government pricing, is free to participate in, and is non-exclusive.

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

We confirm that we will conduct comprehensive training for our sales force on the Master Agreement. The training will encompass key features of the Master Agreement, impart a working knowledge of the solicitation process, and build awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners. Additionally, the training will educate the sales team on the benefits of using cooperative contracts. This approach will ensure our team is well-equipped to represent the Master Agreement effectively.

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.

Our sales team is led by Dave Senkbeil, our Sales Lead/Account Manager, with support from Emily Lang in Sales Support and Michelle Lang in Marketing. Together, they will collaborate with Gordian and the OMNIA Partners team as follows:

- Dave will align strategies and manage key accounts.
- Emily will handle operational details, including data management and logistical coordination.
- Michelle will ensure that marketing initiatives align with our partnership goals.

This streamlined team will efficiently implement, grow, and service the program, maintaining alignment with Gordian and OMNIA Partners.

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.

To effectively manage the program throughout the Master Agreement term, we have a streamlined approach in place:

- Marketing and Sales: Michelle Lang will align our marketing initiatives with sales goals and OMNIA Partners' strategies.

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- Account Set-Up: Emily Lang will expedite the onboarding process for new Participating Public Agencies, ensuring a smooth start.
- Contract Administration: Dave Senkbeil will oversee contract compliance, including adherence to deliverables and any required amendments.

This approach enables us to manage the program efficiently, fostering a productive partnership with OMNIA Partners and Participating Public Agencies.

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.

Public sales 2022 = \$1,678,959.03 Will provide additional details upon award of contract.

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 approach to order management through receipt of payment is highly personalized, focusing on individualized service for each account. This ensures accurate and timely processing at each stage of the transaction.

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.

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When responding to solicitations for products covered under the Master Agreement, we have a flexible set of strategies to accommodate the needs of Public Agencies. As a default, we will offer Master Agreement pricing to streamline the procurement process, reporting these sales to Gordian as Contract Sales. In situations where competitive conditions necessitate lower pricing, we can adjust our rates while still operating within the Master Agreement framework; these sales are reported to OMNIA Partners as Contract Sales. In the rare case where a Public Agency opts not to utilize the Master Agreement, we can provide alternative pricing. Additionally, when multiple proposals are permitted, our strategy includes presenting the Master Agreement pricing as an alternate or supplementary proposal. This approach ensures that we maintain both flexibility and compliance with the terms of the Master Agreement.

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.

Previously included.

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

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PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORM

TO WHOM IT MAY CONCERN:

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

DEFINITIONS

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

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

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

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

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

(c) The term does not include:

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

or

(2) An agreement that provides only:

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

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

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

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

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

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

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

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

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

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

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

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

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

(b) Is not organized primarily for profit; and

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

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

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

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

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

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

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

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Signature of Authorized Representative: Jeffrey T Lang Digitally signed by Jeffrey T Lang Date: 2023.08.29 12:54:42 -04'00'

Date: 08/29/2023

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

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

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

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

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

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

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

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

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

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Offeror's Name:

Lang Constructors, Inc.

Address, City, State, and Zip Code:

9145 Corunna Rd. Flint MI 48532

Phone Number: 810-743-6702

Fax Number: 810-743-7090

Printed Name and Title of Authorized

Representative: Jeffrey T. Lang

Email Address:

office@langbuild.com

Signature of Authorized Representative: **Jeffrey T Lang** Digitally signed by Jeffrey T Lang
Date: 2023.08.29 12:55:08 -04'00'

Date: 08/29/2023

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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/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

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

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

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,⁴ must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

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

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3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

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

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

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

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

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

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

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

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

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

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

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

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

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

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litigation to protect the interests of the United States.

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

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

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

4. DAVIS-BACON ACT

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

 - i.** The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all

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suspected or reported violations to the Federal awarding agency.

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

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

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

5. COPELAND ANTI-KICKBACK ACT

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

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

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

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

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

Compliance with the Contract Work Hours and Safety Standards Act.

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

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

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

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

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

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

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

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

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

Clean Air Act

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

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public

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Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

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

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

- m. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

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

10. BYRD ANTI-LOBBYING AMENDMENT

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

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

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

The Contractor, Lang Constructors, Inc, 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.

Jeffrey T Lang Digitally signed by Jeffrey T Lang
Date: 2023.08.29 12:56:38 -04'00'

Signature of Contractor's Authorized Official

Jeffrey T. Lang/Managing Director

Name and Title of Contractor's Authorized Official

8/29/23

Date

11. PROCUREMENT OF RECOVERED MATERIALS

- r. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.
- s. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.
- t. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- u. Suggested Language.
 - i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
 - ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
 - iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

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12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

13. ACCESS TO RECORDS

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

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

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

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contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

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

15. DHS SEAL, LOGO, AND FLAGS

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

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

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

17. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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- k. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

- l. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- m. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.
- n. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."
- o. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

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

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: Lang Constructors, Inc

Address, City, State, and Zip Code: 9145 Corunna Rd. Flint MI 48532

Phone Number: 810 743 6702 Fax Number: 810-743-7090

Printed Name and Title of Authorized Representative:
Jeffrey T. Lang/Managing Director

Email Address: office@langbuild.com

Signature of Authorized Representative: Jeffrey T Lang Digitally signed by Jeffrey T Lang
Date: 2023.08.29 12:57:15 -04'00'

Date: 8/29/23

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.

Lang Constructors, Inc.
Company

9145 Corunna Road
Address

Flint, MI 48532
Address, continued

David Senkbeil
Name of Firm's Contract Administrator

810-743-6702
Phone Number of Firm's Contract Administrator

office@langbuild.com
E-mail Address of Firm's Contract Administrator

Jeffrey T. Lang
Authorized Representative (print)

Jeffrey T Lang
Signature
Digitally signed by Jeffrey T Lang
Date: 2023.08.29 12:57:43 -04'00'

Managing Director
Title (print)

810-743-6702
Phone Number of Authorized Representative

office@langbuild.com
E-mail Address of Authorized Representative

27-4203588
Federal I.D. Number

The term of the Master Agreement will be three (3) years following the contract award date with the option to renew for two (2) additional one (1) year periods. The anticipated full term of the contract is five (5) years.

City of Rochester Hills Authorized Agent

Date

Print Name

PROPOSAL FORM 17: ACKNOWLEDGEMENT OF ADDENDA

Acknowledgement of Addenda (if issued)

I/We acknowledge receipt of the following Addenda:

No. 1, Dated 7/28/23

No. 2, Dated 8/29/23

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____

No. _____, Dated _____



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



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

Proposal Requirements

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

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

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

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

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

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

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

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

4. ADDITIONAL REQUIRED PROPOSAL FORMS – NO WEIGHTED VALUE:

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

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

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



Cost Proposal Form 13: The Adjustment Factors Southeast Michigan Region #6



Cost Proposal Form 14: Calculation of the Combined Adjustment Factor Southeast Michigan Region #6

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

CONTRACT CATEGORY:

- General Construction**
- Mechanical, Electrical, and Plumbing**

CONTRACTOR NAME: Lang Constructors

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	.	0	7	5	0
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(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	.	0	8	0	0
---	---	---	---	---	---

(Specify to four decimal places)

3. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

3.A Adjustment Factor With Administrative Fees:

1	.	0	7	0	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	.	0	7	5	0
---	---	---	---	---	---

(Specify to four decimal places)

5. Non-Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

5.A Adjustment Factor With Administrative Fees:

1	.	1	9	5	0
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6. Combined Adjustment Factor: (From Line 11 Proposal Form 2)

1	.	0	8	1	1
---	---	---	---	---	---

(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: Lang Constructors

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>1.0750</u>
Line 2.	Multiply Line 1 by .60	<u>0.6450</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.0800</u>
Line 4.	Multiply Line 3 by .15	<u>0.1620</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.0700</u>
Line 6.	Multiply Line 5 by .15	<u>0.1605</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.0750</u>
Line 8.	Multiply Line 7 by .05	<u>0.0538</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.1950</u>
Line 10.	Multiply Line 9 by .05	<u>0.0598</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10)	<u>1.0811</u>
	(Combined Adjustment Factor)	

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Proposal Form 1.

Instructions To Proposer: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by The City of Rochester 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: Lang Constructors

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

(Specify to four decimal places)

- 8. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

8.A Adjustment Factor With Administrative Fees:

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

(Specify to four decimal places)

- 9. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

9.A Adjustment Factor With Administrative Fees:

1	.	1	4	5	0
---	---	---	---	---	---

(Specify to four decimal places)

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

10. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

10.A Adjustment Factor With Administrative Fees:

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

(Specify to four decimal places)

11. Non-Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

11.A Adjustment Factor With Administrative Fees:

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

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

1	.	1	5	2	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 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: Lang Constructors

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>1.1500</u>
Line 2.	Multiply Line 1 by .15	<u>0.1725</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.1550</u>
Line 4.	Multiply Line 3 by .10	<u>0.1155</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.1450</u>
Line 6.	Multiply Line 5 by .60	<u>0.6870</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.1500</u>
Line 8.	Multiply Line 7 by .10	<u>0.1150</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.2500</u>
Line 10.	Multiply Line 9 by .05	<u>0.0625</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10)	<u>1.1525</u>
	(Combined Adjustment Factor)	

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Proposal Form 1.

Instructions To Proposer: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by The City of Rochester Hilla that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

COST PROPOSAL FORM 5: THE ADJUSTMENT FACTORS COOPERATIVE JOC PROGRAM REGION #2

CONTRACT CATEGORY:

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

CONTRACTOR NAME: Lang Constructors

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

(Specify to four decimal places)

14. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

14.A Adjustment Factor With Administrative Fees:

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

(Specify to four decimal places)

15. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

15.A Adjustment Factor With Administrative Fees:

1	.	1	4	5	0
---	---	---	---	---	---

(Specify to four decimal places)

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

16. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

16.A Adjustment Factor With Administrative Fees:

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

(Specify to four decimal places)

17. Non-Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

17.A Adjustment Factor With Administrative Fees:

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

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

1	.	1	5	2	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 Administrative Fee in calculating the Offeror's Adjustment Factors. The Administrative Fee will be calculated at the rate of 7.5% of the total Purchase Order Price.**

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COST PROPOSAL FORM 6: CALCULATION OF THE COMBINED ADJ. FACTOR COOPERATIVE JOC PROGRAM REGION #2

CONTRACT CATEGORY:

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

CONTRACTOR NAME: Lang Constructors

GEOGRAPHIC REGION: Northern Michigan Region #2

The following formula has been developed for the sole purpose of evaluating proposals and awarding.

Each Proposer must complete the following calculation.

Line 1.	Normal Working Hours Prevailing Wage (1.A)	<u>1.1500</u>
Line 2.	Multiply Line 1 by .15	<u>0.1725</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.1550</u>
Line 4.	Multiply Line 3 by .10	<u>0.1155</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.1450</u>
Line 6.	Multiply Line 5 by .60	<u>0.6870</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.1500</u>
Line 8.	Multiply Line 7 by .10	<u>0.1150</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.2500</u>
Line 10.	Multiply Line 9 by .05	<u>0.0625</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10)	<u>1.1525</u>
	(Combined Adjustment Factor)	

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Proposal Form 1.

Instructions To Proposer: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by The City of Rochester Hilla that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

COST PROPOSAL FORM 7: THE ADJUSTMENT FACTORS COOPERATIVE JOC PROGRAM REGION #3

CONTRACT CATEGORY:

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

CONTRACTOR NAME: Lang Constructors

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

(Specify to four decimal places)

20. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

20.A Adjustment Factor With Administrative Fees:

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

(Specify to four decimal places)

21. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

21.A Adjustment Factor With Administrative Fees:

1	.	1	4	5	0
---	---	---	---	---	---

(Specify to four decimal places)

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

22. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

22.A Adjustment Factor With Administrative Fees:

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

(Specify to four decimal places)

23. Non-Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

23.A Adjustment Factor With Administrative Fees:

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

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

1	.	1	5	2	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 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: Lang Constructors

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>1.1500</u>
Line 2.	Multiply Line 1 by .15	<u>0.1725</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.1550</u>
Line 4.	Multiply Line 3 by .10	<u>0.1155</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.1450</u>
Line 6.	Multiply Line 5 by .60	<u>0.6870</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.1500</u>
Line 8.	Multiply Line 7 by .10	<u>0.1150</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.2500</u>
Line 10.	Multiply Line 9 by .05	<u>0.0625</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10)	<u>1.1525</u>
	(Combined Adjustment Factor)	

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Proposal Form 1.

Instructions To Proposer: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

No assurances are made by The City of Rochester Hilla that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

COST PROPOSAL FORM 9: THE ADJUSTMENT FACTORS COOPERATIVE JOC PROGRAM REGION #4

CONTRACT CATEGORY:

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

CONTRACTOR NAME: Lang Constructors

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

(Specify to four decimal places)

26. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

26.A Adjustment Factor With Administrative Fees:

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

(Specify to four decimal places)

27. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

27.A Adjustment Factor With Administrative Fees:

1	.	1	4	5	0
---	---	---	---	---	---

(Specify to four decimal places)

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

28. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

28.A Adjustment Factor With Administrative Fees:

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

(Specify to four decimal places)

29. Non-Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

29.A Adjustment Factor With Administrative Fees:

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

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

1	.	1	5	2	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 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: Lang Constructors

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>1.1500</u>
Line 2.	Multiply Line 1 by .15	<u>0.1725</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.1550</u>
Line 4.	Multiply Line 3 by .10	<u>0.1155</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.1450</u>
Line 6.	Multiply Line 5 by .60	<u>0.6870</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.1500</u>
Line 8.	Multiply Line 7 by .10	<u>0.1150</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.2500</u>
Line 10.	Multiply Line 9 by .05	<u>0.0625</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10)	<u>1.1525</u>
	(Combined Adjustment Factor)	

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Proposal Form 1.

Instructions To Proposer: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by The City of Rochester Hilla that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

COST PROPOSAL FORM 11: THE ADJUSTMENT FACTORS

COOPERATIVE JOC PROGRAM REGION #5

CONTRACT CATEGORY:

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

CONTRACTOR NAME: Lang Constructors

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

(Specify to four decimal places)

32. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

32.A Adjustment Factor With Administrative Fees:

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

(Specify to four decimal places)

33. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

33.A Adjustment Factor With Administrative Fees:

1	.	1	4	5	0
---	---	---	---	---	---

(Specify to four decimal places)

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

34. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

34.A Adjustment Factor With Administrative Fees:

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

(Specify to four decimal places)

35. Non-Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

35.A Adjustment Factor With Administrative Fees:

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

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

1	.	1	5	2	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 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: Lang Constructors

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>1.1500</u>
Line 2.	Multiply Line 1 by .15	<u>0.1725</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.1550</u>
Line 4.	Multiply Line 3 by .10	<u>0.1155</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.1450</u>
Line 6.	Multiply Line 5 by .60	<u>0.6870</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.1500</u>
Line 8.	Multiply Line 7 by .10	<u>0.1150</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.2500</u>
Line 10.	Multiply Line 9 by .05	<u>0.0625</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10)	<u>1.1525</u>
	(Combined Adjustment Factor)	

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Proposal Form 1.

Instructions To Proposer: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by The City of Rochester Hilla that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.

COST PROPOSAL FORM 13: THE ADJUSTMENT FACTORS

COOPERATIVE JOC PROGRAM REGION #6

CONTRACT CATEGORY:

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

CONTRACTOR NAME: Lang Constructors

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

(Specify to four decimal places)

38. Other Than Normal Working Hours Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

38.A Adjustment Factor With Administrative Fees:

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

(Specify to four decimal places)

39. Normal Working Hours Non-Prevailing Wage: 7:00am to 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

39.A Adjustment Factor With Administrative Fees:

1	.	1	4	5	0
---	---	---	---	---	---

(Specify to four decimal places)

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

40. Other Than Normal Working Hours Non-Prevailing Wage: 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

40.A Adjustment Factor With Administrative Fees:

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

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

1	.	1	5	2	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 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 14: CALCULATION OF THE COMBINED ADJ. FACTOR COOPERATIVE JOC PROGRAM REGION #6

CONTRACT CATEGORY:

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

CONTRACTOR NAME: Lang Constructors

GEOGRAPHIC REGION: Southeast Michigan Region #6

The following formula has been developed for the sole purpose of evaluating proposals and awarding.

Each Proposer must complete the following calculation.

Line 1.	Normal Working Hours Prevailing Wage (1.A)	<u>1.1500</u>
Line 2.	Multiply Line 1 by .15	<u>0.1725</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.1550</u>
Line 4.	Multiply Line 3 by .10	<u>0.1155</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.1450</u>
Line 6.	Multiply Line 5 by .60	<u>0.6870</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.1500</u>
Line 8.	Multiply Line 7 by .10	<u>0.1150</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.2500</u>
Line 10.	Multiply Line 9 by .05	<u>0.0625</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10)	<u>1.1525</u>
	(Combined Adjustment Factor)	

Transfer the number on line 11 to the space provided in line 6 for the Combined Adjustment Factor on Proposal Form 1.

Instructions To Proposer: Specify lines 1 through 11 to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).

Note To Proposer: The weights in lines 2, 4, 6, 8 and 10 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by The City of Rochester Hilla that Work will be ordered under the Agreement in a distribution consistent with the weighted percentages above. The Combined Adjustment Factor is only used for the purpose of determining the lowest Proposer.