

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2147-GC2-A

CONTRACTOR NAME: Regency Construction Services, Inc.

GEOGRAPHIC AREA: 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:

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	.	6	3	3	2
---	---	---	---	---	---

(Specify to four decimal places)

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

2.A Adjustment Factor With
Administrative Fees:

1	.	7	0	6	1
---	---	---	---	---	---

(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	.	6	3	3	2
---	---	---	---	---	---

(Specify to four decimal places)

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	.	7	0	6	1
---	---	---	---	---	---

(Specify to four decimal places)

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

5.A Adjustment Factor With
Administrative Fees:

1	.	2	8	1	0
---	---	---	---	---	---

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

1	.	6	4	7	7
---	---	---	---	---	---

(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this bid, the Bidder 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.**

CCOG and EQUALIS GROUP RESERVE THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2147-GC2-B

CONTRACTOR NAME: Regency Construction Services, Inc.

GEOGRAPHIC AREA: 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:

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	.	6	3	3	2
---	---	---	---	---	---

(Specify to four decimal places)

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

2.A Adjustment Factor With
Administrative Fees:

1	.	7	0	6	1
---	---	---	---	---	---

(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	.	6	3	3	2
---	---	---	---	---	---

(Specify to four decimal places)

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	.	7	0	6	1
---	---	---	---	---	---

(Specify to four decimal places)

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

5.A Adjustment Factor With
Administrative Fees:

1	.	2	8	1	0
---	---	---	---	---	---

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

1	.	6	4	7	7
---	---	---	---	---	---

(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this bid, the Bidder 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.**

CCOG and EQUALIS GROUP RESERVE THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2147-GC2-C

CONTRACTOR NAME: Regency Construction Services, Inc.

GEOGRAPHIC AREA: 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:

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	.	6	3	3	2
---	---	---	---	---	---

(Specify to four decimal places)

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

2.A Adjustment Factor With
Administrative Fees:

1	.	7	0	6	1
---	---	---	---	---	---

(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	.	6	3	3	2
---	---	---	---	---	---

(Specify to four decimal places)

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	.	7	0	6	1
---	---	---	---	---	---

(Specify to four decimal places)

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

5.A Adjustment Factor With
Administrative Fees:

1	.	2	8	1	0
---	---	---	---	---	---

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

1	.	6	4	7	7
---	---	---	---	---	---

(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this bid, the Bidder 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.**

CCOG and EQUALIS GROUP RESERVE THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2147-GC2-D

CONTRACTOR NAME: Regency Construction Services, Inc.

GEOGRAPHIC AREA: 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:

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	.	6	3	3	2
---	---	---	---	---	---

(Specify to four decimal places)

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

2.A Adjustment Factor With
Administrative Fees:

1	.	7	0	6	1
---	---	---	---	---	---

(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	.	6	3	3	2
---	---	---	---	---	---

(Specify to four decimal places)

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	.	7	0	6	1
---	---	---	---	---	---

(Specify to four decimal places)

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

5.A Adjustment Factor With
Administrative Fees:

1	.	2	8	1	0
---	---	---	---	---	---

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

1	.	6	4	7	7
---	---	---	---	---	---

(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this bid, the Bidder 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.**

CCOG and EQUALIS GROUP RESERVE THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2147-GC2-E

CONTRACTOR NAME: Regency Construction Services, Inc.

GEOGRAPHIC AREA: 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:

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	.	6	3	3	2
---	---	---	---	---	---

(Specify to four decimal places)

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

2.A Adjustment Factor With
Administrative Fees:

1	.	7	0	6	1
---	---	---	---	---	---

(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	.	6	3	3	2
---	---	---	---	---	---

(Specify to four decimal places)

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	.	7	0	6	1
---	---	---	---	---	---

(Specify to four decimal places)

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

5.A Adjustment Factor With
Administrative Fees:

1	.	2	8	1	0
---	---	---	---	---	---

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

1	.	6	4	7	7
---	---	---	---	---	---

(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this bid, the Bidder 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.**

CCOG and EQUALIS GROUP RESERVE THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

BID FORM 1: THE ADJUSTMENT FACTORS

CONTRACT #/TRADE: COG-2147-GC2-F

CONTRACTOR NAME: Regency Construction Services, Inc.

GEOGRAPHIC AREA: 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:

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	.	6	3	3	2
---	---	---	---	---	---

(Specify to four decimal places)

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

2.A Adjustment Factor With
Administrative Fees:

1	.	7	0	6	1
---	---	---	---	---	---

(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	.	6	3	3	2
---	---	---	---	---	---

(Specify to four decimal places)

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	.	7	0	6	1
---	---	---	---	---	---

(Specify to four decimal places)

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

5.A Adjustment Factor With
Administrative Fees:

1	.	2	8	1	0
---	---	---	---	---	---

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

1	.	6	4	7	7
---	---	---	---	---	---

(See Bid Form 2 for calculation procedure)

NOTICE - The attention of Bidders is particularly called to the fact that, unless the Bid is made in strict conformity with the directions given, it may be considered non-responsive and may be rejected. The Bidder must fill in all boxes and blanks.

Before submitting this bid, the Bidder 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.**

CCOG and EQUALIS GROUP RESERVE THE RIGHT TO REVISE ALL ARITHMETIC ERRORS IN CALCULATIONS FOR CORRECTNESS.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: COG-2147-GC2-A

CONTRACTOR NAME: Regency Construction Services, Inc.

GEOGRAPHICAL REGION: Region #2

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

Each bidder must complete the following calculation.

Line 1.	Normal Working Hours Prevailing Wage (1.A)	<u>1.6332</u>
Line 2.	Multiply Line 1 by .50	<u>0.8166</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.7061</u>
Line 4.	Multiply Line 3 by .10	<u>0.1706</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.6332</u>
Line 6.	Multiply Line 5 by .20	<u>0.3266</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.7061</u>
Line 8.	Multiply Line 7 by .10	<u>0.1706</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.2810</u>
Line 10.	Multiply Line 5 by .10	<u>0.1633</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.6477</u>

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

Instructions To Proposer: Specify lines 1 through 7 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, and 6 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by CCOG 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.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, and 5 as applicable, on the Bid Form 2 above.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: COG-2147-GC2-B

CONTRACTOR NAME: Regency Construction Services, Inc.

GEOGRAPHICAL REGION: Region #2

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

Each bidder must complete the following calculation.

Line 1.	Normal Working Hours Prevailing Wage (1.A)	<u>1.6332</u>
Line 2.	Multiply Line 1 by .50	<u>0.8166</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.7061</u>
Line 4.	Multiply Line 3 by .10	<u>0.1706</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.6332</u>
Line 6.	Multiply Line 5 by .20	<u>0.3266</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.7061</u>
Line 8.	Multiply Line 7 by .10	<u>0.1706</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.2810</u>
Line 10.	Multiply Line 5 by .10	<u>0.1633</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.6477</u>

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

Instructions To Proposer: Specify lines 1 through 7 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, and 6 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by CCOG 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.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, and 5 as applicable, on the Bid Form 2 above.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: COG-2147-GC2-C

CONTRACTOR NAME: Regency Construction Services, Inc.

GEOGRAPHICAL REGION: Region #2

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

Each bidder must complete the following calculation.

Line 1.	Normal Working Hours Prevailing Wage (1.A)	<u>1.6332</u>
Line 2.	Multiply Line 1 by .50	<u>0.8166</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.7061</u>
Line 4.	Multiply Line 3 by .10	<u>0.1706</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.6332</u>
Line 6.	Multiply Line 5 by .20	<u>0.3266</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.7061</u>
Line 8.	Multiply Line 7 by .10	<u>0.1706</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.2810</u>
Line 10.	Multiply Line 5 by .10	<u>0.1633</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.6477</u>

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

Instructions To Proposer: Specify lines 1 through 7 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, and 6 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by CCOG 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.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, and 5 as applicable, on the Bid Form 2 above.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: COG-2147-GC2-D

CONTRACTOR NAME: Regency Construction Services, Inc.

GEOGRAPHICAL REGION: Region #2

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

Each bidder must complete the following calculation.

Line 1.	Normal Working Hours Prevailing Wage (1.A)	<u>1.6332</u>
Line 2.	Multiply Line 1 by .50	<u>0.8166</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.7061</u>
Line 4.	Multiply Line 3 by .10	<u>0.1706</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.6332</u>
Line 6.	Multiply Line 5 by .20	<u>0.3266</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.7061</u>
Line 8.	Multiply Line 7 by .10	<u>0.1706</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.2810</u>
Line 10.	Multiply Line 5 by .10	<u>0.1633</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.6477</u>

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

Instructions To Proposer: Specify lines 1 through 7 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, and 6 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by CCOG 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.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, and 5 as applicable, on the Bid Form 2 above.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: COG-2147-GC2-E

CONTRACTOR NAME: Regency Construction Services, Inc.

GEOGRAPHICAL REGION: Region #2

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

Each bidder must complete the following calculation.

Line 1.	Normal Working Hours Prevailing Wage (1.A)	<u>1.6332</u>
Line 2.	Multiply Line 1 by .50	<u>0.8166</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.7061</u>
Line 4.	Multiply Line 3 by .10	<u>0.1706</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.6332</u>
Line 6.	Multiply Line 5 by .20	<u>0.3266</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.7061</u>
Line 8.	Multiply Line 7 by .10	<u>0.1706</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.2810</u>
Line 10.	Multiply Line 5 by .10	<u>0.1633</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.6477</u>

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

Instructions To Proposer: Specify lines 1 through 7 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, and 6 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by CCOG 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.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, and 5 as applicable, on the Bid Form 2 above.

BID FORM 2: CALCULATION OF THE COMBINED ADJUSTMENT FACTOR

CONTRACT #/TRADE: COG-2147-GC2-F

CONTRACTOR NAME: Regency Construction Services, Inc.

GEOGRAPHICAL REGION: Region #2

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

Each bidder must complete the following calculation.

Line 1.	Normal Working Hours Prevailing Wage (1.A)	<u>1.6332</u>
Line 2.	Multiply Line 1 by .50	<u>0.8166</u>
Line 3.	Other Than Normal Working Hours Prevailing Wage (2.A)	<u>1.7061</u>
Line 4.	Multiply Line 3 by .10	<u>0.1706</u>
Line 5.	Normal Working Hours Non-Prevailing Wage (3.A)	<u>1.6332</u>
Line 6.	Multiply Line 5 by .20	<u>0.3266</u>
Line 7.	Other Than Normal Working Hours Non-Prevailing Wage (4.A)	<u>1.7061</u>
Line 8.	Multiply Line 7 by .10	<u>0.1706</u>
Line 9.	Adjustment Factor for Non Pre-priced Tasks (5.A)	<u>1.2810</u>
Line 10.	Multiply Line 5 by .10	<u>0.1633</u>
Line 11:	Summation of lines 2, 4, 6, 8 and 10) (Combined Adjustment Factor)	<u>1.6477</u>

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

Instructions To Proposer: Specify lines 1 through 7 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, and 6 above are for the purpose of calculating a Combined Adjustment Factor only. No assurances are made by CCOG 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.

When submitting Price Proposals related to specific Purchase Orders, the Proposer shall utilize one or more of the Adjustment Factors applicable to the Work being performed provided in lines 1, 3, and 5 as applicable, on the Bid Form 2 above.

BID FORM 3: COMPANY PROFILE INFORMATION/QUESTIONNAIRE

1. *Provide your company's official registered name/legal name?*

Regency Construction Services, Inc.

2. *Provide your companies Federal Tax ID # or Social Security #:*

34-1782742

3. *Provide your corporate address, and if different provide your bidder remittance address:*

Corporate Address: 5475 Engle Road

Brook Park, Ohio 44142

Remittance Address: _____

4. *Provide information below on your company's representative/contact person authorized to answer questions regarding your submitted bid response:*

Name: Scott Wagner

Title: Vice President of Corporate Operations

Office Phone #: (216) 529-1188 x 229

Cell Phone #: (216) 701-0402

Email: wagners@regencycsi.com

5. *Provide information on your company's representative/contact person authorized to address contractual issues, including the authority to execute a contract and to whom legal notices regarding contract termination or breach should be sent:*

Name: Tari S. Rivera

Title: President

Office Phone #: (216) 529-1188 x 231

Cell Phone #: (216) 701-1735

Email: riverat@regencycsi.com

6. *Please provide a brief history of your company, including the year it was established:*

Regency Construction Services, Inc. (Regency) was founded in 1994 by Tari Rivera. With offices in Brook Park and Columbus, the firm is a subchapter "S" corporation and is authorized to transact business in Ohio as of September 26, 1994.

Since our founding nearly (30) years ago, Regency has completed hundreds of projects for private and public clients across Ohio. Regency is a well-established and respected female-owned building company. We provide exceptional Construction Management at Risk, Design- Build, and General Contracting services for a broad spectrum of community, civic, educational, and healthcare clients. Supported by a staff of nearly (80) employees, we offer a variety of project delivery approaches in addition to standalone support services such as cost estimating and project scheduling. Regency also self-performs carpentry-related scopes of work and has completed several LEED-certified projects throughout Ohio. We pride ourselves on our positive relationships with our clients, project partners, and those within our communities.

We are knowledgeable and collaborative, working together to deliver the best possible solutions for our clients. We value diversity of thought — as well as background — to enhance our problem-solving abilities. As a female-founded and certified Female Business Enterprise (FBE), we invest time, talent, and treasure in programs that work to expand the construction talent pipeline so that our industry will attract even more diverse perspectives. Diversity, inclusivity, and opportunity in the workplace have long been core values since our inception, and we take pride in our long tradition of active involvement in the community and working with our Eco-System Partners such as:

- Cleveland Builds
- Construction Employers Association (CEA)
- Contractors Assistance Association (CAA)

- Hispanic Chamber of Commerce
- National Association of Minority Contractors
- National Association of Women in Construction
- Spanish American Committee
- Urban League of Greater Cleveland
- Youth Opportunities Unlimited (Y.O.U)

Our goal is to create environments that provide opportunity while ensuring quality, building trust, and fostering relationships — for both our clients and our team.

Delivery methods:

- Construction Management at Risk
- Design-Build
- Owner's Representation
- General Contracting

Support Services:

- Estimating
- Scheduling
- Constructability Review
- Self-Performed Carpentry

Markets Served:

- Healthcare
- Higher Education
- PK-12
- Libraries
- Nonprofit
- Parks
- Commercial
- Civic

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

2022: \$53,807,743

2021: \$38,774,536

2020: \$49,772,383

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

2022: \$32,284,646

2021: \$23,264,722

2020: \$29,863,430

9. *What is your strategy to increase market share in the public sector?*

Overall Goal: Continue to use Regency's relationships to educate clients and encourage the adoption of the CCOG / Equalis Group / Gordian JOC Program as a bidding tool as opposed to pursuing a traditional bidding process.

Value to the Client: Educate the potential client about the benefits of the program and the value it adds to projects. When required to utilize traditional public bidding, clients are often required to select the lowest bidder, regardless of intrinsic qualities such as craftsmanship, collaboration, and past performance.

By participating in the CCOG / Equalis Group / Gordian JOC Program, the client will have access to a transparent, open-book bidding system but will also have the opportunity to work with companies they trust who has provided high-quality work on past projects and who have joined the CCOG / Equalis Group / Gordian JOC Program. In times of high market volatility, utilizing a streamlined platform like the CCOG / Equalis Group / Gordian JOC Program can also save time in the procurement process, which allows clients to begin their projects more quickly, thus gaining an advantage in the market for materials and labor.

In the long run, using the CCOG / Equalis Group / Gordian JOC Program ideally provides the client and end-user with a well-built product, a more team-oriented experience, and fewer change orders, saving resources.

Benefit to Regency: Encouraging past clients to utilize CCOG / Equalis Group / Gordian JOC Program is a strong business development tool for our firm. Regency is highly familiar with the Gordian platform that the CCOG / Equalis Group / Gordian JOC Program utilizes for its projects. We also have worked successfully with a number of clients who are required to bid work publicly and would benefit in the ways we have outlined above.

Potential Audience: Past and potential contacts representing cities, villages, townships, school districts, park districts, nonprofits, and libraries.

Vehicles: In-person and virtual business development meetings; meetings regarding existing projects; meetings and calls regarding cost estimating; social media content highlighting the benefits of CCOG / Equalis Group / Gordian JOC Program on past projects

Frequency / Duration

Our team participates in weekly business development meetings to identify new project opportunities, discuss client development tactics, and track sales progress. Our efforts to market and promote the use of CCOG / Equalis Group / Gordian JOC Program would be directed by these discussions.

Past IDIQ Marketing and Successes: We have found the most success in repeat work with clients who have previously utilized the Job Order Contracting Services in the State of Ohio. When working with these clients and discussing future projects they are considering, we have always discussed the utilization of the CCOG / Equalis Group / Gordian JOC Program. Some of these repeat clients include the Cleveland Clinic Foundation, the City of Lakewood, the Village of Chagrin Falls, and the City of Solon. Regency has completed one project for the Cleveland Metroparks and look for future opportunities where the CCOG / Equalis Group / Gordian JOC Program would be of value to their projects. However, they evaluate each project type versus the delivery method.

10. *What differentiates your company from competitors in the public sector?*

Understanding the JOC Process

Regency has a proven track record of success with a diverse portfolio of projects for both public and private clients, including over (29) JOC projects for the Cleveland Clinic, two (2) for the City of Lakewood, five (5) for the City of Solon, (3 additional currently in the planning stage) and one (1) for the Village of Chagrin Falls. Having worked on nearly (40) JOC projects, Regency understands the JOC process and has summarized it below.

1. Internal Project Kick-Off
2. Pre-construction
 1. ROM Development
 2. Schedule Development
3. Design-Build Services (if applicable to the project)
4. JOC Submission
 - a. Create the project
 - b. Develop the Schedule of Values (SOV)
 - c. Purchase order/contracting
5. Construction
6. Change Management
7. Closeout

Diversity and Inclusion

As a female-founded and owned company, Regency understands firsthand the challenges diverse firms face within the construction industry. Our team will work with the client and the design firms during the design stage to develop opportunities that align with the client's diversity and inclusion expectations. Bid packaging strategies and scope of work strategies will be key to the successful implementation. All diversity and inclusion expectations would also be included in the bid documents. As part of our prequalification process, we verify that the subcontractors are in compliance with Equal Employment Opportunity (EEO) regulations, as they are required to submit their current EEO Certificates.

In order to engage other diverse firms, Regency successfully has and will conduct subcontractor outreach sessions for the purposes of providing an overview of the project; give the pre-approved subcontracting field the opportunity to meet members of the core team; learn how the work will be packaged for both first tier and second tier opportunities and meet subcontractors to interface and possibly team. We will distribute copies of our prequalification information and will be available to assist firms in the process of filling out the required form if the need arises. When it comes to diversity participation, we look not only for trade contractors but also vendors, suppliers and other entities.

Subcontractor Engagement and Recruitment

Early communication is the foundation for achieving diverse subcontractor involvement. Regency has promoted and hosted outreach programs for contractors and vendors designed to bring attention to the project. Our programs cover bidding packages, package sizes, package schedules, and potential partnering opportunities with prime or other smaller contractors.

In these meetings, we encourage all contractors to implement a diverse workforce program, publicize any contract and workforce participation goals, and set our expectations for monthly progress reporting.

As the Construction Manager at Risk for the Cleveland Public Library on the Master Facilities Plan Phase 1B project as well as for the Solid Waste Authority of Central Ohio's Fleet and Operations Maintenance Building Phase I project, Regency worked with our project team to host subcontractor information sessions as we have described above. In our first Zoom meeting for the Cleveland Public Library Lorain Branch, (68) potential contracting partners attended where we:

- Introduced the project team
- Outlined the project scope and timeline
- Shared supplier and diversity goals
- Listed the bid packages
- Explained our prequalification process
- Summarized the steps to follow in order to bid successfully

In full support of the Cleveland Public Library Policy on Diversity, Equity, and Inclusion and Supplier Diversity Statement, Regency will meet or exceed the following contract and workforce goals using the processes described within this section.

Cleveland Public Library's established goals are shown in **blue**, compared to the Regency / AKA Team's committed goals in **grey**.

Business Enterprise

Minority Business Enterprise (MBE) — 25% — 20%

Female Business Enterprise (FBE) — 10% — 9%

Small Business Enterprise (SBE) / Cleveland Small Business (CSB) — 50% — 15%

Workforce

Minority — 20% — 18%

Female — 7% — 7%

Similar to our success on the Cleveland Public Library Phase 1B projects, Regency has also proven the process to work for current Cleveland Clinic JOC projects. Below is a sample of three (3) recent projects where the aggregate percentage is shown for MBE/FBE/SBE.

- Fairview Catheterization Lab #2 — 71%
- Lodi CT Scan — 60%
- Landerbrook DDI Relocation — 60%

Self-Performed Work

As a builder, Regency is an award-winning company with the in-house capability to self-perform rough and finish carpentry. Examples of these items include doors, frames, hardware, casework, and millwork as well as miscellaneous carpentry items such as siding, acoustical tile ceilings, wood framing, small metal studs, and drywall scopes of work. Regency currently employs twenty-five (25) union carpenters who support our self-performed work. We employ a shop foreman and a general superintendent to manage and facilitate our carpenters' work. Regency owns several lifts, numerous hand tools, small equipment, and hundreds of feet of ICRA wall panels to provide a barrier for the projects to support the carpentry scopes of work. In addition to our office space, Regency's headquarters includes a 3,000-SF shop with an additional 1,000-SF storage building on two (2) acres of land to facilitate our carpentry operations.

11. *Diversity program* - Do you currently have a diversity program or any diversity partners that you do business with?

☒ Yes

☐ No

- a. *If the answer is yes, do you plan to offer your program or partnership through Equalis Group?*

☒ Yes

☐ No

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

We have provided both our most recent EMR rating and our historical EMR rating. A letter detailing our EMR history following this section.

EMR HISTORY

2023 — 0.99
2022 — 0.99
2021 — 0.99
2020 — 0.99
2019 — 0.58
2018 — 0.54
2017 — 0.51

February 1, 2023

VIA EMAIL

Mr. Scott Wagner
Regency Construction Services, Inc.
5475 Engle Road
Brook Park, OH 44142-1532

RE: Regency Construction Services, Inc.
Workers' Compensation Matters (Policy No. 1144872)

Dear Mr. Wagner:

The current EMR for Regency Construction Services, Inc. is 0.99. The EMR has remained at .99 since 2020. For previous years it was as follows: 2019 rate year - .58; 2018 - .54; 2017 - .51; 2016 - .48; 2015 - .48. The EMR increased significantly after 2019 when a 2018 claim entered the company's workers' compensation experience. Historically, Regency only has a couple of claims per year, which are minor in nature, requiring little treatment and usually incurring no lost time. Unfortunately, the 2018 claim resulted in more treatment and lost time than other claims and that one claim is responsible for the majority of the claims costs increases, which resulted in an increased EMR.

In March of 2019 Regency hired CITCA as a 3rd Party Safety Consultant. CITCA meets monthly with their Safety Committee which is comprised of both office and field personnel. CITCA has developed and implemented the following:

- Pre-Construction Job Site Walk Throughs on every project, which result in creation of a Jobsite Specific Safety Plan (JSSP).
- CITCA performs monthly job site audits and the audit documentation is uploaded to Regency's project control software.
- Weekly Safety Inspections -Performed by Regency's Superintendents perform weekly safety inspection and those reports are also uploaded to their project control software.

In conjunction with CITCA, Regency's Safety Committee has established regular trainings, which aligns with industry standards in the following areas:

- OSHA 30 Class – initial and then refresher class every 6 years
- OSHA 8 – initial and then a refresher class every 3 years
- First Aid / CPR – initial and then refresher class every 2 years
- Scaffolding Training – initial and refresher class every 5 years
- ICRA – initial and refresher class every 4 years

Mr. Scott Wagner

February 1, 2023

Page 2

- Equipment – initial and refresher class every 3 years (All Mobile Equipment Work Platforms, Telehandlers and Skid-steers)

Currently, the Pre-Inspection Checklist for all equipment is being reviewed and will be implemented following your next Safety Committee Meeting. Your Safety Committee along with CITCA have been reviewing Regency's current Safety Manual and plan to have the updated Safety Manual implemented in the 4th Quarter of 2020; and COVID 19 Policies were issued relative to social distancing, cleaning, temperature taking and cloth face covering.

Keep up the good work and continue the safety-minded culture that you have worked so hard to achieve!

Sincerely,

WICKENS HERZER PANZA

A handwritten signature in cursive script that reads "Kelly M. Fraatz". The signature is written in black ink and is positioned above the typed name.

By: Kelly M. Fraatz
Paralegal

KMF/kmf

January 31, 2023

VIA EMAIL

Mr. Scott Wagner
Regency Construction Services, Inc.
5475 Engle Road
Brook Park, OH 44142-1532

RE: Group Rating: Workers' Compensation Matters (Policy No. 1144872)

Dear Mr. Wagner:

The current EMR for Regency Construction Services, Inc. is 0.99. The EMR for previous years is as follows:

<u>Year</u>	<u>EMR</u>
2023	.99
2022	.99
2021	.99
2020	.99
2019	.58
2018	.54
2017	.51

Should you have questions or require additional information, just let me know.

Sincerely,

WICKENS HERZER PANZA



By: Kelly M. Fraatz
Paralegal

KMF/kmf
11470-380

BID FORM 4: DIVERSITY VENDOR CERTIFICATION PARTICIPATION

Diversity Vendor Certification Participation - It is the policy of some Members participating in Equalis Group 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: City of Cleveland (FBE), Cuyahoga County (WBE), Cuyahoga Metropolitan Housing Authority (FBE), Northeast Ohio Regional Sewer District (WBE), City of Columbus (WBE), State of Ohio (WBE), National Women's Business Enterprise Certification (WBE)

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: Cuyahoga County (SBE)

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: _____

BID FORM 5: 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)

Regency's bonding capacity is \$60 million in aggregate. The letter included on the following page provides evidence of our capacity to provide bonding for the project.

Regency has not had any claims asserted against our performance or payment bonds on other projects within the last ten (10) years.

Oswald Centre
1100 Superior Ave.
Suite 1500
Cleveland, Ohio 44114

216.367.8787 *office*
216.241.4520 *fax*

www.oswaldcompanies.com

oswald
COMPANIES

January 24, 2023

To Whom It Concerns

RE: Regency Construction Services, Inc. – Bonding Capacity

This letter serves to confirm that Oswald Companies, as agent, handles the bonding needs for Regency Construction Services, Inc. through Travelers Casualty and Surety Company of America (Travelers). Please be advised that Regency Construction Services, Inc. is qualified to perform and bond various projects. Travelers will favorably consider extending bonding support in excess of \$20 million single with aggregate levels exceeding \$60 million upon review of proposed contracts and bond forms.

Travelers is prepared to execute performance and payment bonds, subject to standard underwriting at the time of the final bond request, which will include but not be limited to the acceptability of the contract documents, bond forms and project financing. Any arrangement to provide bonds is a matter between Travelers and Regency Construction Services, Inc., and we assume no liability to third parties or to you if for any reason we do not execute bonds.

Regency Construction is a highly capable and well respected account of Travelers. The company is dependable and maintains a solid financial position, and we are very confident in their ability to perform. Should you have any questions, please feel free to contact me directly at 216-306-3777.

Sincerely,



Carrie Mahon
Attorney-in-Fact
Travelers Casualty and Surety Company of America

An Assurex Global Partner

BID FORM 6: MANAGEMENT PERSONNEL

Please provide contact information and resumes for the person(s) who will be responsible for the following areas.

Executive Contact

Contact Person: Tari S. Rivera

Title: President

Company: Regency Construction Services, Inc.

Address: 5475 Engle Road

City: Brook Park State: Ohio Zip: 44142

Phone: (216) 529-1188 x 231 Fax: (216) 529-0777

Email: riverat@regencycsi.com

Account Manager / Sales Lead

Contact Person: Scott Wagner

Title: Vice President of Corporate Operations

Company: Regency Construction Services, Inc.

Address: 5475 Engle Road

City: Brook Park State: Ohio Zip: 44142

Phone: (216) 529-1188 x 229 Fax: (216) 529-0777

Email: wagners@regencycsi.com

Contract Management (if different than the Sales Lead)

Contact Person: Scott Wagner

Title: Vice President of Corporate Operations

Company: Regency Construction Services, Inc.

Address: 5475 Engle Road

City: Brook Park State: Ohio Zip: 44142

Phone: (216) 529-1188 x 229 Fax: (216) 529-0777

Email: wagners@regencycsi.com

Billing & Reporting/Accounts Payable

Contact Person: Paul Miner

Title: Controller

Company: Regency Construction Services, Inc.

Address: 5475 Engle Road

City: Brook Park State: Ohio Zip: 44142

Phone: (216) 529-1188 x 225 Fax: (216) 529-0777

Email: minerp@regencycsi.com

Marketing

Contact Person: Jillian Van Wagnen

Title: Business Development / Market Specialist

Company: Regency Construction Services, Inc.

Address: 5475 Engle Road

City: Brook Park State: Ohio Zip: 44142

Phone: (216) 529-1188 x 201 Fax: (216) 529-0777

Email: jillianv@regencycsi.com

The resumes for the Executive Contact, Account Manager / Sales Lead, Billing & Reporting / Accounts Payable, and Marketing roles and qualifications follow:

Executive Contact

- **Tari Rivera, President**
 - Role: As President, Tari will contribute to efforts to educate existing and potential clients about the CCOG / Equalis Group / Gordian JOC Program via business development meetings and project meetings.
 - Qualifications: Nearly (40) years of experience estimating and bidding work for public clients. Tari founded Regency in 1994 and continues to serve as the majority owner.

Account Manager / Sales Lead & Contract Management

- **Scott Wagner, Vice President of Corporate Operations**
 - Role: Scott will contribute to efforts to educate existing and potential clients CCOG / Equalis Group / Gordian JOC Program via business development meetings and project meetings.
 - Qualifications: More than (20) years of experience managing and estimating projects. Scott is responsible for the firm's corporate operations, including overseeing business development and marketing efforts.

Billings & Reporting / Accounts Payable

- **Paul Miner, Controller**
 - Role: Paul will maintain responsibility for financial operations, including working capital, capital expenditures, taxes, budgets, and general accounting. He will work with operations in managing the contract work in process effort and oversee all financial and operational controls and metrics within the organization.
 - Qualifications: Paul brings more than (15) years of experience as a controller. Paul has experience with budgeting, forecasting, and financial reporting in commercial construction.

Marketing

- **Jillian Van Wagnen, Business Development / Market Specialist**
 - Role: Jillian will be responsible for managing our client engagement strategy and assisting in the preparation and assembly of proposals for public owners, as well as social media content featuring successful projects that utilized the CCOG / Equalis Group / Gordian JOC Program.
 - Qualifications: Jillian has worked in marketing, client recruitment, and public relations for nearly (11) years with various public and private institutions.

BID FORM 7: REFERENCES AND EXPERIENCE QUESTIONNAIRE

Provide a minimum of five (5) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide references for K12, Higher Education, City/County and State entities. Provide the following information for each reference:

Reference 1

- a) Entity Name: The Village of Chagrin Falls
- b) Contact Name and Title: Rob Jamieson, Chief Administrative Officer
- c) City and State: Chagrin Falls, Ohio
- d) Phone Number: 440-247-5050
- e) Years Serviced: 2020 - Current
- f) Description of Services: General Contractor - JOC
- g) Annual Volume: \$3.8 Million (Project Total)

Reference 2

- a) Entity Name: City of Solon
- b) Contact Name and Title: William Drsek, Public Works Commissioner
- c) City and State: Solon, Ohio
- d) Phone Number: 440-669-9354
- e) Years Serviced: 2022 – Current
- f) Description of Services: Design-Builder, General Contractor - JOC
- g) Annual Volume: \$820,000 (Total of Projects)

Reference 3

- a) Entity Name: Hillsdale Local School District
- b) Contact Name and Title: Steven Dickerson, Superintendent
- c) City and State: Jeromesville, Ohio

- d) Phone Number: 419-368-8500
- e) Years Serviced: 2020 - Current
- f) Description of Services: Construction Manager at Risk (In Joint Venture)
- g) Annual Volume: \$84 Million (Project Total)

Reference 4

- a) Entity Name: Cuyahoga Community College
- b) Contact Name and Title: Cynthia Leitson, VP of Capital, Construction, and Facilities
- c) City and State: Cleveland, Ohio
- d) Phone Number: 216-987-3510
- e) Years Serviced: 2012 - 2020
- f) Description of Services: Design-Builder, Construction Manager as Risk, and Owner's Representative
- g) Annual Volume: \$25.1 Million (Total of Projects)

Reference 5

- a) Entity Name: Cleveland Metroparks
- b) Contact Name and Title: Sean McDermott, Chief Planning and Design Officer
- c) City and State: Cleveland, Ohio
- d) Phone Number: 440-452-8765
- e) Years Serviced: 2014 - Current
- f) Description of Services: Design-Builder, Prime Contractor, General Contractor, and Construction Manager at Risk
- g) Annual Volume: \$18 Million (Total of Projects)

Questions:

1. Identify any contracts with other cooperative or government group purchasing organizations of which your company is currently a part of:

Cooperative/GPO Name	Contract Number
The Cleveland Clinic	JOC2022-8LS
Sourcewell	#OH-R2-GC08-102021-REG

2. 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.

- See **Bid Form 10** for all copies of certifications.
 - City of Cleveland (FBE), Cuyahoga County (WBE), Cuyahoga Metropolitan Housing Authority (FBE), Northeast Ohio Regional Sewer District (WBE), City of Columbus (WBE), State of Ohio (WBE), National Women's Business Enterprise Certification (WBE)

3. If applicable describe your company's past experience with Job Order Contracting and include specific examples of other cooperatives and public agencies where you have performed these services.

Understanding of the Overall JOC Process

Regency is currently working with Gordian under their Job Order Contracting Contract for both the Cleveland Clinic and Sourcewell. We have completed several projects, including design build, under this arrangement. We look forward to continuing to apply the processes we have in place for the successful implementation of the CCOG / Equalis Group / Gordian JOC Program.

We understand that the Job Order Contract is an indefinite quantity contract for the term provided where we may perform an ongoing series of individual projects in different locations within the State of Ohio. As projects are identified, we would work jointly as a team with the Owner to define the scope of the project. The Owner will prepare a detailed scope of work and issue a request for proposal. If the project warrants a design team will be selected to provide design drawings. Regency would then provide a Rough Order of Magnitude (ROM) price to the Owner. Once the ROM is approved, Regency will prepare a Job Order proposal utilizing the Construction Task Catalog. The Job Order Proposal will include a Job Order Price Proposal, incidental drawings, and sketches, a list of subcontractors, a construction schedule, and any

other requested documentation. The value of the Job Order Price proposal shall be calculated by summing the total of the calculation for each Pre-priced task plus the value of all Non-Pre-priced Tasks. If the Job Order Proposal is found to be complete and acceptable, a Job Order will be issued. The Job order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Pricing. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work. A separate Job Order will be issued for each Project. Extra work, credits, and deletions will be included in a Supplemental Job Order as needed. The Owner will issue a new Purchase Order and/or contract for each Job Order approved.

Development and Documentation of Scope of Work

When a Job Order is presented to Regency, we will assign a Project Manager to the task order. The assigned Project Manager will work with the Owner and the design teams to establish the project scope of work. Each staff member assigned from Regency brings extensive project and JOC experience to the program and are able to review the scope to include any suggestions or lessons learned from past similar scope projects. Regency successfully follows this approach for our current Cleveland Clinic JOC and Sourcewell contracts.

Self-Performed Work

As a builder, Regency is an award-winning company with the in-house capability to self-perform rough and finish carpentry. Examples of these items include doors, frames, hardware, casework, and millwork as well as miscellaneous carpentry items such as siding, acoustical tile ceilings, wood framing, small metal studs, and drywall scopes of work. Regency currently employs twenty-five (25) union carpenters who support our self-performed work. We employ a shop foreman and a general superintendent to manage and facilitate our carpenters' work. Regency owns several lifts, numerous hand tools, small equipment, and hundreds of feet of ICRA wall panels to provide a barrier for the projects to support the carpentry scopes of work. In addition to our office space, Regency's headquarters includes a 3,000-SF shop with an additional 1,000-SF storage building on two (2) acres of land to facilitate our carpentry operations.

Approximately 95% of all of our Cleveland Clinic JOC work has been performed with our own carpenters. By self-performing this work, we are able to control the schedule and provide the appropriate manpower to the projects.

Regency will subcontract non-carpentry related scopes of work as required per the individual Job Order scope of work.

Assembling Job Order Price Proposal

When assembling the Job Order Pricing, Regency will have its project team assemble as they currently do for our JOC contract with Gordian. Our project team will review the project scope assembled and develop the Job Order Pricing utilizing the Construction Task Catalog. The project team will run a parallel estimate to ensure our costs are in line with the JOC Pricing. This is also a double-check on the pricing to ensure that the scope and costs are accurate. The project team will review the scope and the final costs with our assigned Project Manager. The project team completes this process for the current JOC Contract in the required timeframes established. The project team also works with our Gordian representative to establish change orders in the Gordian system and will also enter the change order line items also utilizing the Construction Task Catalog.

Closeout and Punch List Completion

While Regency includes a punch list activity in the project schedule, the punch list is an ongoing activity on the project site. In order to keep the final punch list items to a minimum, Regency employs a “Rolling Punch List” process whereby work is punched as work is completed. Punching out work is much like making sure the work is progressing in compliance with design because any deviations from compliance are corrected as they occur, as well as any quality issues. As an example, early work such as interior framing and MEP rough-ins are punched as the work progresses, and any deviation or corrections needed are accomplished at that time. We would recommend that the design team also be involved with the “Rolling Punch List” in order to ensure that items are addressed as they are discovered. We find that having a subcontractor address punch list items while they still onsite produce a quicker resolution to the items as they have not moved on to another project and need to come back to address the items. Procore for the punch list will ensure that all items are logged, tracked, and completed on time.

As indicated above, we include a punch list activity in the schedule per phase for the official punch list. As the Contractor, Regency will produce its own punch list to provide to the Owner and Architect prior to their official punch list. Typically, most items have been addressed during the rolling punch list, so the items left to be addressed are minimal and typically include items that needed to be ordered to address the punch items and are awaiting delivery for correction. Regency will also hold a sub-contractors retainage until all punch list activities are complete. If a sub-contractor is not responsive to address a punch list item, then Regency will hold their retainage dollars and, if needed, leverage these funds to have the punch items completed for the offending sub-contractor.

Our Project Managers lead the entire team in Project Closeout to ensure coordination and completion of all closeout activities. A Closeout partnering meeting is scheduled no later than 30 days prior to the completion for the contract to review the closeout procedures and requirements will all sub-contractors.

Once we receive the closeout documents, we review them to ensure each item required from the subcontractor has been submitted and conduct a review of the documents for completeness and accuracy. Items that are typically required include warranties, approved shop drawings, operating manuals, equipment training videos, commissioning reports, and final inspections, to name a few. Upon receipt of all the sub-contractor “as-built” documents, Regency will assemble a record set combining each sub-trade as well as Regency’s site “as-built” mark-ups into one set to be submitted in Procore to the Architect for review and then upon approval, final turn over to the Owner.

In order to receive closeout documents in a timely manner, we find that the closeout session mentioned earlier, 30 days prior to the completion of the work, keeps the subcontractor’s attention on the closeout documents while they are still fully engaged in the project. Also, by tying their closeout line item on the pay application to the closeout documents, there is a financial incentive for subcontractors to submit in a timely fashion. Once all closeout documents are submitted and accepted, then the subcontractor can finally bill for the project. In order for them to receive their final dollars, they must supply Regency with a Full and Final Waiver from themselves and each of their subcontractors and or suppliers.

At the 11th month following the completion and closeout of work at each Job, we will conduct a walk-through of the facility with the intent to have one-year warranty items corrected prior to the expirations of said warranties and to correct any other contract work that is not performing according to the contract documents.

The following is a list of our JOC work experience, including work for the City of Lakewood, the City of Solon, the Village of Chagrin Falls, and the Cleveland Clinic Foundation.

City of Lakewood

- Police Station — Women's Locker Room Renovation
- Edwards Park — Fence Replacement

City of Solon

- Fire Station — Dormitory
- Community Center — Pavilion
- Historic Bull House — Exterior Renovation
- Historic Bull House — Interior Renovation
- Fire Station — Flooring Replacement

Village of Chagrin Falls

- Police and Fire Station

The Cleveland Clinic

- Amherst Cooper Foster Reactivation
- Hillcrest HNI Center of Excellence
- Landerbrook Digestive Disease Institute (DDI) Relocation
- Lodi CT Scan
- Lodi OT-PT Waiting Renovation
- Lodi LDH1 Replace Nurse Call System
- Lodi OR #1 and #2 Light Replacement
- Lodi Mammography
- Lorain Exam Rooms
- Lutheran 4-D and 5-D Ceilings
- M1 Main Kitchen Master Plan
- Main Kitchen Steamer / Oven Replacement
- 'A' Building / Crile Kitchen Steamer Replacement
- 'Q' Building GUKI Dialysis Suite Remodel & Reflooring
- 'L' Building PLMI Surgical Pathology
- Fairview Catheterization Lab #2
- Fairview Catheterization Lab #4
- Fairview Mezzanine Domestic Hot Water Tanks Replacement
- Fairview Med-Gas Deficiencies
- Fairview Ops Replacement Walk-in Coolers/Freezers
- Fairview Kitchen Oven Replacement Equipment
- Fairview Basement Water Line Replacement

- Fairview Trash Compactor Replacement
- Fairview Paint Building Demolition
- Fairview Multi-Specialty
- Fairview Med Room Expansion
- Strongsville CT Scan Replacement
- Strongsville Oncology LINAC Replacement
- West Park Renovation for THRIVE

4. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

- In 2021, The Architect, Prime Contractor, and Regency Construction Services, Inc. as Agent were named in a claim resulting from issues with the exterior façade at the Cuyahoga County Public Library Orange Branch. Regency is investigating the claim and intends to make every reasonable effort to resolve the issues with the county as soon as possible. This is a professional liability claim.

5. Felony Conviction Notice – Please check applicable box:

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable
- ☒ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the 3rd box is checked a detailed explanation of the names and convictions must be attached.

BID FORM 8: AGREEMENT TO WORK IN ALL REGIONS IN THE STATE

There are times that a Contractor may need to perform work for certain Members 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 Region the contractor will use the contract that results in the lowest price for the Member. 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 bid by signing and completing the spaces provided below:

Name of Proposer: Tari S. Rivera, President, Regency Construction Services, Inc.

City/State/Zip: Brook Park, Ohio 44142

Telephone No.: (216) 529-1188 x 231

If a partnership, names and addresses of partners:

N/A

Notarized

Subscribed and sworn to before me this 27 day of March, 2023

Notary Public in and for the County of Cuyahoga

State of Ohio

My commission expires: July 18, 2026

Signature: Jillian Van Wagoner



JILLIAN VAN WAGONER
Notary Public, State of Ohio
My Commission Expires:
July 18, 2026

BID FORM 9: FEDERAL FUNDS CERIFICATION FORM

When a participating agency seeks to procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. This includes, but is not limited to, the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR 200 (sometimes referred to as the "Uniform Guidance" or "EDGAR" requirements).

All bidders submitting proposals must complete this Federal Funds Certification Form regarding bidder's willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using federal grant funds. This completed form will be made available to Members for their use while considering their purchasing options when using federal grant funds. Members may also require Supplier Partners to enter into ancillary agreements, in addition to the contract's general terms and conditions, to address the member's specific contractual needs, including contract requirements for a procurement using federal grants or contracts.

For each of the items below, respondent should certify their agreement and ability to comply, where applicable, by having respondents authorized representative complete and initial the applicable lines after each section and sign the acknowledgment at the end of this form. If a Bidder fails to complete any item in this form, CCOG will consider the respondent's response to be that they are unable or unwilling to comply. A negative response to any of the items may, if applicable, impact the ability of a participating agency to purchase from the Supplier Partner using federal funds.

1. *Supplier Partner Violation or Breach of Contract Terms*

Contracts for more than the simplified acquisition threshold currently set at one hundred fifty thousand dollars (\$150,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where Supplier Partners violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Any contract award will be subject to Terms and Conditions of the Master Agreement, as well as any additional terms and conditions in any purchase order, participating agency ancillary contract, or Member construction contract agreed upon by Supplier Partner and the participating agency which must be consistent with and protect the participating agency at least to the same extent as the CCOG Terms and Conditions.

The remedies under the contract are in addition to any other remedies that may be available under law or in equity. By submitting a proposal, you agree to these Supplier Partner violation and breach of contract terms.

Does Bidder agree? Tari S. Rivera, President, Regency Construction Services, Inc.
(Initials of Authorized Representative)



2. *Termination for Cause or Convenience*

When a participating agency expends federal funds, the participating agency reserves the right to immediately terminate any agreement in excess of ten thousand dollars (\$10,000) resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or

the procurement solicitation. Participating agency also reserves the right to terminate the contract immediately, with written notice to offeror, for convenience, if participating agency believes, in its sole discretion that it is in the best interest of participating agency to do so. Bidder will be compensated for work performed and accepted and goods accepted by participating agency as of the termination date if the contract is terminated for convenience of participating agency. Any award under this procurement process is not exclusive and participating agency reserves the right to purchase goods and services from other offerors when it is in participating agency's best interest.

Does Bidder agree? Tari S. Rivera, President, Regency Construction Services, Inc.
(Initials of Authorized Representative)

3. Equal Employment Opportunity

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

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Supplier Partner agrees that such provision applies to any participating agency purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and Supplier Partner agrees that it shall comply with such provision.

Does Bidder agree? Tari S. Rivera, President, Regency Construction Services, Inc.
(Initials of Authorized Representative)

4. Davis-Bacon Act

When required by Federal program legislation, Supplier Partner agrees that, for all participating agency prime construction contracts/purchases in excess of two thousand dollars (\$2,000), Supplier Partner shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Supplier Partner is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, Supplier Partner shall pay wages not less than once a week.

Current prevailing wage determinations issued by the Department of Labor are available at www.wdol.gov. Supplier Partner agrees that, for any purchase to which this requirement applies, the award of the purchase to the Supplier Partner is conditioned upon Supplier Partner's acceptance of the wage determination.

Supplier Partner further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States". The Act provides that each Supplier Partner 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.

Does Bidder agree? Tari S. Rivera, President, Regency Construction Services, Inc.
(Initials of Authorized Representative)



5. Contract Work Hours and Safety Standards Act

Where applicable, for all participating agency contracts or purchases in excess of one hundred thousand dollars (\$100,000) that involve the employment of mechanics or laborers, Supplier Partner agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, Supplier Partner is required to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (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 forty (40) hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Does Bidder agree? Tari S. Rivera, President, Regency Construction Services, Inc.
(Initials of Authorized Representative)



6. Right to Inventions Made Under a Contract or Agreement

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

Supplier Partner agrees to comply with the above requirements when applicable.

Does Bidder agree? Tari S. Rivera, President, Regency Construction Services, Inc.
(Initials of Authorized Representative)



7. Clean Air Act and Federal Water Pollution Control Act

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

When required, Supplier Partner agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

Does Bidder agree? Tari S. Rivera, President, Regency Construction Services, Inc.
(Initials of Authorized Representative)



8. Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Supplier Partner certifies that Supplier Partner is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier Partner further agrees to immediately notify the Cooperative and all Members with pending purchases or seeking to purchase from Supplier Partner if Supplier Partner is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Bidder agree? Tari S. Rivera, President, Regency Construction Services, Inc.
(Initials of Authorized Representative)



9. Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 USC 1352) – Supplier Partners that apply or bid for an award exceeding one hundred thousand dollars (\$100,000) must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. As applicable, Supplier Partner agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Does Bidder agree? Tari S. Rivera, President, Regency Construction Services, Inc.
(Initials of Authorized Representative)



10. Procurement of Recovered Materials

For participating agency purchases utilizing Federal funds, Supplier Partner agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as a participating agency maybe required to confirm estimates and otherwise comply. The requirements of Section 6002 includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 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 ten thousand dollars (\$10,000) or the value of the quantity acquired during the preceding fiscal year

exceeded ten thousand dollars (\$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.

Does Bidder agree? Tari S. Rivera, President, Regency Construction Services, Inc.
(Initials of Authorized Representative)



11. Profit as a Separate Element of Price

For purchases using federal funds in excess of one hundred fifty thousand dollars (\$150,000), a participating agency may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.324(b). When required by a participating agency, Supplier Partner agrees to provide information and negotiate with the participating agency regarding profit as a separate element of the price for a particular purchase. However, Supplier Partner agrees that the total price, including profit, charged by Supplier Partner to the participating agency shall not exceed the awarded pricing, including any applicable discount, under Supplier Partner's Group Purchasing Agreement.

Does Bidder agree? Tari S. Rivera, President, Regency Construction Services, Inc.
(Initials of Authorized Representative)



12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Vendor agrees that recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain, extend or renew a contract to procure or obtain, or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system from companies described in Public Law 115-232, section 889. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country are also prohibited.

Does Bidder agree? Tari S. Rivera, President, Regency Construction Services, Inc.
(Initials of Authorized Representative)



13. Domestic preferences for procurements

For participating agency purchases utilizing Federal funds, Bidder agrees to provide proof, where applicable, that the materials, including but not limited to, iron, aluminum, steel, cement, and other manufactured products are produced in the United States.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Does Bidder agree? Tari S. Rivera, President, Regency Construction Services, Inc.



(Initials of Authorized Representative)

14. General Compliance and Cooperation with Members

In addition to the foregoing specific requirements, Vendor agrees, in accepting any purchase order from a Member, it shall make a good faith effort to work with Members to provide such information and to satisfy such requirements as may apply to a particular participating agency purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements.

Does Bidder agree? Tari S. Rivera, President, Regency Construction Services, Inc.
(Initials of Authorized Representative)



15. Applicability to Subcontractors

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

Does Bidder agree? Tari S. Rivera, President, Regency Construction Services, Inc.
(Initials of Authorized Representative)



By signature below, I certify that the information in this form is true, complete, and accurate and that I am authorized by my company to make this certification and all consents and agreements contained herein.

Authorized
signature:



Printed Name:

Tari S. Rivera

Company Name:

Regency Construction Services, Inc.

Mailing Address:

5475 Engle Road, Brook Park, Ohio 44142

Job Title:

President

BID FORM 10: REQUIRED LICENSE AND CERTIFICATIONS

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



CITY OF CLEVELAND Mayor Justin M. Bibb

THE MAYOR'S OFFICE OF EQUAL OPPORTUNITY
certifies that

Regency Construction Services, Inc.

is a Female Business Enterprise (FBE) and Local Producer Enterprise (LPE)
pursuant to Codified Ordinance 187, The Cleveland Area Business Code.

From: **August 25, 2022** To: **August 25, 2023**

Area(s) of Certification
General construction specializing in construction
management, estimating; scheduling, and carpentry.

NAICS Code(s):
236220, 238350

A handwritten signature in black ink, appearing to read "T. Bibb", is written over a light blue horizontal line.

Director

A handwritten signature in black ink, appearing to read "Justin M. Bibb", is written over a light blue horizontal line.

Administrator

This certificate is subject to suspension or revocation.

Cuyahoga County
Department of Equity and Inclusion

hereby recognizes

Regency Construction Services, Inc.

as a certified

SBE WBE

from April 30, 2022 *to* April 30, 2024

in the area of

Construction/Special Trades: General Contractor

Vendor States That They Provide: Construction Management including: Estimating, Constructability Review, Scheduling and on-site Inspection.


Director, Department of Equity and Inclusion




Sr. Contract Compliance Officer

Compliance Officer

This certificate is subject to suspension or revocation



on this 27th day of August 2021

Certifies That

Regency Construction Services, Inc.

has met and satisfied the
requirements as set forth by the
Cuyahoga Metropolitan Housing
Authority as a Female Business
Enterprise.

This Certificate Expires On:
August 27, 2023

[Signature]
Chief Executive Officer

[Signature]
SDB Division



Northeast Ohio Regional Sewer District

Regency Construction Services,

Certification 04292022REG

Congratulations! The Northeast Ohio Regional Sewer District (NEORSR) Office of Contract Compliance (OCC) is pleased to inform you that Regency Construction Services, has met the eligibility requirements of the District's Business Opportunity Program, and therefore is now certified as a WBE, MBE or SBE in the area(s) of:

NAICS Codes: CVC 041: CONSTRUCTION - STRUCTURAL

NAICS 236210: INDUSTRIAL BUILDING (EXCEPT WAREHOUSES) CONSTRUCTION, GENERAL CONTRACTORS

NAICS 236220: COMMERCIAL AND INSTITUTIONAL BUILDING CONSTRUCTION

NAICS 236220: CONSTRUCTION MANAGEMENT, COMMERCIAL AND INSTITUTIONAL BUILDING

NAICS 238350: FINISH CARPENTRY

NAICS 238350: FINISH CARPENTRY CONTRACTORS

Certification Expiration Date: April 30, 2024

A new certificate will be issued every 2nd year upon successfully meeting renewal requirements.

Tiffany Jordan
Contract Compliance Manager

August 06, 2021

REGENCY CONSTRUCTION SERVICES, INC.

Tari S. Rivera
6663 Huntley Road, Unit N
Columbus, OH 43229

SUBJECT: Women Business Enterprise (WBE) Certification
Certification Number: WBE-006852
Effective Dates: 7/31/2021 through 7/31/2024

Dear Ms. Tari S. Rivera:

We are pleased to inform you that the City of Columbus, Office of Diversity and Inclusion has approved your application as a certified Women Business Enterprise. After careful review of the application and supporting documentation, it was determined that REGENCY CONSTRUCTION SERVICES, INC. satisfactorily meets the requirements set forth in Title 39 § 3905.02 of the Columbus City Code. This certification is valid for three years from the effective start date and shall serve as the City's official certification document to this effect.

As a condition of continued certification, you must submit a completed Recertification Application and Affidavit to confirm your continued eligibility for the City of Columbus MWBE certification program. Failure to do so, prior to your certification expiration date may result in the revocation of your certification status. Any changes in the business impacting ownership, location, managerial and/or operational control, and/or minority/women-owned business status, must be reported to the City of Columbus Office of Diversity and Inclusion immediately. It is important to make our office aware of other changes in your business as well, such as company's name, business address, telephone numbers, e-mails, websites, and basic contact and commercial activity information, as soon as possible.

Your firm's participation on City of Columbus contracts will contribute to our annual MWBE Utilization Reports and further enhances our goal of creating equity in city contracting. We encourage you to share your certification status with those business with whom you may be looking to team or subcontract. Additionally, we hope that you will take full advantage of the opportunities to learn, connect, and grow with the City of Columbus.

We are excited to partner with you in fulfilling your dreams of entrepreneurship. If you need further assistance or have any questions about the City's minority/women certification program, its objectives or its operation, please contact the Office of Diversity and Inclusion at 614-645-4764.

Sincerely,



Damita R. Brown, MPA
Chief Diversity Officer
City of Columbus



Re-certification Note: one month prior to the expiration date of this certification, your business is required to submit a completed Re-certification Application for DAS/EOD's review relative to the **Regency Construction Services, Inc.**'s eligibility for continued participation in the WBE program.

If you need any assistance or have questions about the WBE program, please contact the Business Certification and Compliance Unit at 614-466-8380.

Sincerely,

A handwritten signature in cursive script, reading "Eric M. Seabrook". The signature is written in dark ink and is positioned above the printed name and title.

Eric M. Seabrook
Deputy Director
State EEO Coordinator

City of Columbus CERTIFICATE

WBE CERTIFICATION

REGENCY CONSTRUCTION SERVICES, INC.

The City of Columbus Office of Diversity and Inclusion has approved your application for certification as a WOMAN Business Enterprise, as defined in section 3901.01 of the Columbus City Code.

Your certification will remain valid for three years provided provisions of Title 39, Columbus City Code are not violated. Please be advised, that significant changes in your firm, including modification to company name, ownership, structure, address, or phone number must be submitted to this office in a notarized letter.

Expiration Date: 7/31/2024

Certification No: WBE-006852



Damita R. Brown, MPA, Chief Diversity Officer



Official State of Ohio Women-owned Business Enterprise Certification Letter

6/7/2021

Tari Rivera, Owner
Regency Construction Services, Inc.
5475 Engle Rd.
Brook Park, OH 44142

CERTIFICATION NUMBER: WBE-00867

Effective Dates: 06/07/2021 through 06/07/2023

Dear Ms. Rivera:

The Ohio Department of Administrative Services, Equal Opportunity Division (DAS/EOD) has reviewed your business's application to obtain certification as a Women-owned Business Enterprise (WBE) in Ohio. The Ohio Department of Administrative Services, Equal Opportunity Division is pleased to inform you that **Regency Construction Services, Inc.** has been certified by DAS/EOD as a WBE Business Enterprise.

The Ohio Department of Administrative Services, Equal Opportunity Division has determined that **Regency Construction Services, Inc.** satisfactorily meets the requirements set forth in Section 123:2-14 of the Ohio Administrative Code as is required for participation in the WBE program. **This certification letter shall serve as the State's official certification to this effect.**

This letter also acknowledges that **Regency Construction Services, Inc.** has been categorized under the Construction category for WBE program participation.

Note: **Regency Construction Services, Inc.** is required to inform DAS/EOD in writing (letter or email) within 30 days of the occurrence of any material change(s). A material change is defined as: any change in circumstances affecting the business or the at least 51 percent eligible owner(s); including but not limited to current contact information, changes in ownership, business structure, independence, managerial and/or operational control, or any material change in the information provided in its application including changes in management responsibility among owner(s) of the certified business. Similar notification must be provided to DAS/EOD of any changes to the company's name, business address, Email address, telephone numbers, principal products/service or other basic contact and commercial activity information. For additional information, please refer to Ohio Administrative Code 123:2-14-01, 123:2-14-02, and 123:2-14-07.

Failure to notify DAS/EOD of any material change is cause for revocation of **Regency Construction Services, Inc.**'s WBE certification.

Re-certification Note: one month prior to the expiration date of this certification, your business is required to submit a completed Re-certification Application for DAS/EOD's review relative to the **Regency Construction Services, Inc.**'s eligibility for continued participation in the WBE program.

If you need any assistance or have questions about the WBE program, please contact the Business Certification and Compliance Unit at 614-466-8380.

Sincerely,

A handwritten signature in black ink, reading "Eric M. Seabrook". The signature is fluid and cursive, with the first name "Eric" and last name "Seabrook" clearly legible.

Eric M. Seabrook
Deputy Director
State EEO Coordinator



WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Regency Construction Services, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: August 20, 2020

Expiration Date: August 31, 2023

WBENC National Certification Number: WBE2002023

WBENC National WBE Certification was processed and validated by Women's Business Enterprise Council Ohio River Valley, a WBENC Regional Partner Organization.

Authorized by Sheila Mixon, Executive Director
Women's Business Enterprise Council Ohio River
Valley

WBECORV
WOMEN'S BUSINESS ENTERPRISE COUNCIL
OHIO RIVER VALLEY

JOIN FORCES. SUCCEED TOGETHER.

NAICS: 236210, 236220, 238350
UNSPSC: 72131600, 81101513



BID FORM 11: DEBARMENT NOTICE

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Regency Construction Services, Inc.

Title of Authorized Representative: Tari S. Rivera, President, Regency Construction Services, Inc.

Mailing Address: 5475 Engle Road, Brook Park, Ohio 44142

Signature: 

BID FORM 12: LOBBYING AND BOYCOTT CERTIFICATION

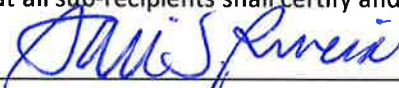
Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails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

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

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been 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 or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Respondent

Tari S. Rivera, President, Regency Construction Services, Inc.

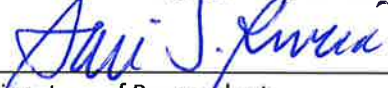


Date

Date

Boycott Certification

Bidder must certify that during the term of any Agreement, it does not boycott Israel and will not boycott Israel. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.



Signature of Respondent

Tari S. Rivera, President, Regency Construction Services, Inc.



Date

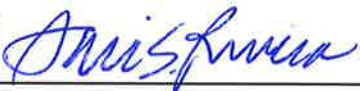
Date

BID FORM 13: MANDATORY SUPPLIER CERTIFICATIONS

CCOG may not enter into contracts with any suppliers who have been found to be ineligible for state contracts under specific federal or Ohio statutes or regulations. Bidders responding to any CCOG ITB MUST certify that they are NOT ineligible by signing each of the four statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder's submission being deemed nonresponsive to this ITB.**

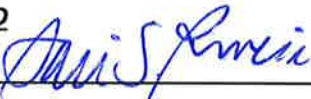
I,  (insert signature of representative of authorized representative), hereby certify and affirm that Regency Construction Services, Inc. (insert company name), has not been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions by the United States Department of Labor, the United States Department of Health and Human Services, or any other federal department or agency as set forth in 29 CFR Part 98, or 45 CFR Part 76, or other applicable statutes.

AND

I,  (insert signature of representative of authorized representative), hereby certify and affirm that Regency Construction Services, Inc. (insert company name), is in compliance with all federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act and the Ohio Bureau of Employment Services and the following:

- Not penalized or debarred from any public contracts or falsified certified payroll records or any other violation of the Fair Labor Standards Act in the last three (3) years;
- Not found to have violated any worker's compensation law within the last three (3) years;
- Not violated any employee discrimination law within the last three (3) years;
- Not have been found to have committed more than one (1) willful or repeated OSHA violation of a safety standard (*as opposed to a record keeping or administrative standard*) in the last three (3) years;
- Not have an Experience Modification Rating of greater than 1.5 (a penalty-rated employer) with respect to the Bureau of Workers' Compensation risk assessment rating; and
- Not have failed to file any required tax returns or failed to pay any required taxes to any governmental entity within the past three (3) years.

AND

I,  (insert signature of representative of authorized representative), hereby certify and affirm that Regency Construction Services, Inc. (insert company name), not on the list established by the Ohio Secretary of State, pursuant to ORC Section 121.23, which identifies persons and businesses with more than one unfair labor practice contempt of court finding against them.

AND

I  (insert signature of representative of authorized representative),
hereby certify and affirm that Regency Construction Services, Inc. (insert
company name), either is not subject to a finding for recovery under ORC Section 9.24, or has taken
appropriate remedial steps required under that statute to resolve any findings for recovery, or
otherwise qualifies under that section to enter into contracts with CCOG.

BID FORM 14: CONTRACTOR CERTIFICATION REQUIREMENTS

1. *Contractor's Employment Eligibility*

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The Respondent complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the CCOG Participating entities in which work is being performed.

2. *Fingerprint & Criminal Background Checks*

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The Respondent shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Signature:



Date:

March 27, 2023

BID FORM 15: UNRESOLVED FINDINGS FOR RECOVERY

O.R.C. Chapter 9.24 prohibits CCOG from awarding a contract to any entity against whom the Auditor of State has issued a finding for recovery, if such finding for recovery is “unresolved” at the time of award. By submitting a proposal, a Bidder warrants that it is not now, and will not become, subject to an “unresolved” finding for recovery under **O.R.C. Chapter 9.24** prior to the award of any contract arising out of this RFP, without notifying CCOG of such finding. The Proposal Review Team will not evaluate a proposal from any Bidder whose name, or the name of any of the subcontractors proposed by the Bidder, appears on the website of the Auditor of the State of Ohio as having an “unresolved” finding for recovery.

Is your company the subject of any unresolved findings for recoveries?

- ☐ Yes
- ☒ No

BID FORM 16: MANDATORY DISCLOSURES

1. *Mandatory Contract Performance Disclosure.*

Disclose whether your company's performance and/or the performance of any of the proposed subcontractor(s) under contracts for the provision of products and services that are the same or similar to those to be provided for the Program which is the subject of this RFP has resulted in any formal claims for breach of those contracts. For purposes of this disclosure, "**formal claims**" means any claims for breach that have been filed as a lawsuit in any court, submitted for arbitration (whether voluntary or involuntary, binding or not), or assigned to mediation. For any such claims disclosed, fully explain the details of those claims, including the allegations regarding all alleged breaches, any written or legal action resulting from those allegations, and the results of any litigation, arbitration, or mediation regarding those claims, including terms of any settlement. While disclosure of any formal claims will not automatically disqualify a Bidder from consideration, at the sole discretion of Equalis Group, such claims and a review of the background details may result in a rejection of a Bidder's proposal. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. In 2021, The Architect, Prime Contractor, and Regency Construction Services, Inc. as Agent were named in a claim resulting from issues with the exterior façade at the Cuyahoga County Public Library Orange Branch. Regency is investigating the claim and intends to make every reasonable effort to resolve the issues with the county as soon as possible. This is a professional liability claim.

2. *Mandatory Disclosure of Governmental Investigations.*

Indicate whether your company and/or any of the proposed subcontractor(s) has been the subject of any adverse regulatory or adverse administrative governmental action (federal, state, or local) with respect to your company's performance of services similar to those described in this RFP. If any such instances are disclosed, Bidders must fully explain, in detail, the nature of the governmental action, the allegations that led to the governmental action, and the results of the governmental action including any legal action that was taken against the Bidder by the governmental agency. While disclosure of any governmental action will not automatically disqualify a Bidder from consideration, such governmental action and a review of the background details may result in a rejection of the Bidder's proposal at Group's sole discretion. Equalis Group will make this decision based on the Proposal Review Team's determination of the seriousness of the claims, the potential impact that the behavior that led to the claims could have on the Bidder's performance of the work, and the best interests of Members.

Provide statement here. Regency Construction Services, Inc. has NOT been the subject of any adverse regulatory or adverse administrative governmental action with respect to Regency's performance of services similar to those described in this RFP.

BID FORM 17: MASTER AGREEMENT SIGNATURE FORM

BIDDERS MUST SUBMIT THIS FORM COMPLETED AND SIGNED WITH THEIR RESPONSE TO BE CONSIDERED FOR AWARD.

The undersigned hereby proposes and agrees to furnish Products & Services in strict compliance with the terms, specifications, and conditions contained within this RFP and the Master Agreement at the prices proposed within the submitted proposal 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 Bidder 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.

Company Name	Regency Construction Services, Inc.
Address	5475 Engle Road
City/State/Zip	Brook Park, Ohio 44142
Phone Number	(216) 529-1188
Email Address	riverat@regencycsi.com
Printed Name	Tari S. Rivera
Job Title	President
Authorized Signature	

Initial Term of the Master Agreement

Contract Effective Date:	May 1, 2023
Contract Expiration Date:	April 30, 2025
Contract Number:	

(Note: Contract Number will be applied prior to CCOG and Equalis Group countersigning.)

The Cooperative Council of Governments, Inc.
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139

Equalis Group, LLC.
5550 Granite Parkway, Suite 298
Plano, Texas 75024

By:	
Name:	Franklyn A. Corlett
As:	CCOG Board President
Date:	

By:	
Name:	Eric Merkle
As:	EVP, Procurement & Operations
Date:	