

Master Agreement

THIS MASTER COOPERATIVE PURCHASING AGREEMENT (this "**Master Agreement**") is entered into by and between The Cooperative Council of Governments, Inc., the Winning Supplier, And Equalis. Throughout this Master Agreement, CCOG, Winning Supplier, and Equalis are referred to interchangeably as in the singular "**Party**" or in the plural "**Parties**."

1. RECITALS

A. CCOG is a Council of Governments formed under Chapter 167 of the Ohio Revised Code and serves as a lead agency (a "**Lead Public Agency**") for Equalis Group ("**Equalis Group**"), a national cooperative purchasing organization, by publicly procuring Master Agreements for products and services to be made available to current and prospective Equalis Group members ("**Equalis Group Member**" or "**Member**").

B. Equalis is the third-party procurement administrator for and duly authorized agent of CCOG, and in that role manages the procurement, contract management, marketing, sales, reporting, and financial activities of, for, and on behalf of CCOG at the direction and with the authorization of the CCOG Board of Directors.

C. To the extent that the laws of a state, region, territory, and/or country permit, any public sector entity may join Equalis Group as a Member. The term "**Public Sector Entities**" includes, but is not limited to, political subdivisions, municipal corporations, counties, townships, villages, school districts, special districts, public institutions of higher education or training, units of government, state/regional/territorial agencies, state/regional/territorial governments, federal/national agencies, federal/national governments, and other entities receiving financial support from tax monies and/or public funds.

D. Any organization that is exempt from federal income tax under Section 501(c)(3) of the IRS Code, and any other entity if permitted under the IRS Code and other applicable law, including for-profit companies, may also join Equalis Group as a Member.

E. Equalis Group makes its Master Agreements available through groups and associations ("**Association Partners**") that contract with Equalis for the purpose of providing additional benefits to the members of such Association Partners.

F. Members, Association Partners, and Association Partners' members are referred to throughout this Master Agreement as Equalis Group participants ("**Equalis Group Participants**").

G. CCOG issued this request for proposal ("**RFP**") on behalf of Equalis Group Participants for and awarded a contract to Winning Supplier as a lowest responsive and responsible bidder. The products and services made available in this contract are defined by the contents of the Winning Supplier's Cost Proposal submission ("**Products & Services**").

H. CCOG and Equalis agree to make the Products & Services from Winning Supplier available to Equalis Group Participants and Winning Supplier agrees to provide the same to Equalis Group Participants who purchase Products & Services ("**Program Participants**") subject to the terms of this Master Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Parties agree to the following terms and conditions:

2. TERMS & CONDITIONS

- 2.1. **Personnel & Equipment.** The Parties agree that the number and types of any subcontractors, dealers, distributors, personnel, or specialized equipment which may be required to furnish Products & Services to Program Participants will be determined by Winning Supplier. Winning Supplier agrees to engage the number and types of subcontractors, personnel, and/or specialized equipment necessary to furnish the types of Products & Services as specified in **Appendix B** to all Program Participants throughout the Term, as defined in **Appendix A**, of this Master Agreement and any Customer Agreement.
- 2.2. **Supplemental Agreements.** Winning Supplier may enter into separate supplemental agreements with an Equalis Group Participant to further define the terms and conditions of purchasing Products & Services as defined in **Appendix B** ("**Customer Agreement**"). Any Customer Agreement entered into as a result of this contract is exclusively between the Program Participant and Winning Supplier. Neither CCOG, Equalis Group, its agents, Member and employees shall be made party to any claim for breach of such agreement.
- 2.3. **Rates & Charges.** The rates, fees, and charges to be charged to and paid by Program Participants for Products & Services are set forth in **Appendix B**. Winning Supplier agrees that there are no other applicable rates, fees, charges, or other monetary incentives for Products & Services except those set forth in Winning Supplier's cost proposal.
- 2.4. **The Term.** This Master Agreement and the Appendices attached hereto will become effective as of effective date identified in the **Master Agreement Signature Form** (the "**Effective Date**"). This Master Agreement will remain in effect for four (4) years and will expire on the date identified in the **Master Agreement Signature Form** (the "**Termination Date**") unless extended, terminated, or cancelled as set forth in the Master Agreement (the "**Initial Term**"). This Master Agreement may be renewed for one (1) additional one (1) year period by CCOG (a "**Renewal Term**") unless this Master Agreement is terminated as set forth herein. By mutual consent of the Parties, the Term of this Master Agreement may be extended beyond the Initial and Renewal Term (the "**Extended Term**"). The Initial Term together with all Renewal Terms and Extended Terms exercised are hereinafter collectively referred to as the "**Term**."
- 2.5. **Formation of Contract**
- a. **Bidder Contract Documents.** CCOG and Equalis Group will review proposed Bidder contract documents. Bidder's contract document shall not become part of CCOG and Equalis Groups' contract with Bidder unless and until an authorized representative of CCOG and Equalis Group reviews and approves it.
 - b. **Entire Agreement.** This Master Agreement, including its Recitals, together with all components of the RFP, attachments, appendices, and exhibits hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior oral or written representations and agreements with regard to the same subject matter. The Parties acknowledge that this Master Agreement has been negotiated and incorporates their collective agreement as to the provisions to be contained herein. Therefore, no presumption will arise giving benefit of interpretation by virtue of authorship of any provision of this Master Agreement, and any ambiguity may not be construed for or against any Party. Winning Supplier's complete and final RFP response is hereby incorporated into and made part of this Master Agreement.
 - c. **Modification.** No release, discharge, abandonment, waiver, alteration, or modification of any of the provisions of this Master Agreement, or any of the Appendices incorporated herein, shall be binding upon any Party unless set forth in a writing signed by authorized representatives of the Parties.
 - d. **Assignment.** This Master Agreement and the rights and obligations hereunder may not be assignable by any Party hereto without the prior written consent of the other Parties, which consent shall not be unreasonably withheld, conditioned, or delayed, provided, however, that Winning Supplier and Equalis may assign their respective rights and obligations under this Master Agreement without the consent of

the other Parties in the event either Winning Supplier or Equalis shall hereafter effect a corporate reorganization, consolidation, merger, merge into, sale to, or a transfer of all or substantially all of its properties or assets to another entity. Subject to the preceding sentence, this Master Agreement will be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective successors and assigns. Any instrument purporting to make an assignment in violation of this section shall be null and void. This Master Agreement may be extended to additional entities affiliated with the Parties upon the mutual agreement of the Parties. No such extension will relieve the extending Party of its rights and obligations under this Master Agreement.

e. Order of Precedence.

- (1) General terms and conditions
- (2) Specifications and scope of work
- (3) Attachments and exhibits
- (4) Documents referenced or included in the solicitation

2.6. Confidentiality.

- a. Obligation.** The nature and details of the business relationship established by this Master Agreement, and the business information regarding the other Party(ies) (the “**Disclosing Party**”) to which a Party(ies) (the “**Receiving Party**”) may become privy during the Term of this Master Agreement (collectively, the “**Information**”) constitute confidential and proprietary information, the disclosure, copying, or distribution of which could result in competitive harm to the Disclosing Party. Each Party agrees to maintain the other Parties’ Information in the strictest confidence and agrees not to disclose, copy, or distribute the other Parties’ Information, whether orally or in writing, directly or indirectly, in whole or in part, except to those of the Receiving Party’s employees, agents, subcontractors, and suppliers with a need to know the Information. The foregoing will not limit a Receiving Party, for purposes of marketing, from informing actual or potential Equalis Group Participants of the existence of a contractual relationship between the Parties. The Parties further agree that they will require that all of their employees, agents, subcontractors, and suppliers abide by the terms of these confidentiality obligations. The confidentiality obligations set forth in this section will continue in effect for the Term of this Master Agreement and for a period of two (2) years after the date this Master Agreement is terminated or expires.
- b. Exceptions.** Nothing herein will apply to any information (a) which is or becomes generally available to the public other than as a result of a disclosure by a Receiving Party or its representatives, (b) which was available on a non-confidential basis prior to its disclosure by the Disclosing Party or its representatives, (c) which becomes available to a Receiving Party on a non-confidential basis from a source other than the Disclosing Party or its representatives, provided that such source is not known to be subject to any prohibition against transmitting the information, (d) which is disclosed pursuant to an order of court; provided that in the event that proprietary information is disclosed or threatened to be disclosed pursuant to this clause (d), the Receiving Party will give the original Disclosing Party prompt, written Notice, as hereinafter defined, of such threatened disclosure and the right to defend against such disclosure, at Disclosing Party’s expense, and provided further that the original Receiving Party will cooperate reasonably in such defense, or (e) which is subject to a Freedom of Information Act Request or other public records request to which a Party is, or may be, required to respond by applicable law.

- 2.7. Indemnification.** Winning Supplier shall protect, indemnify, and hold harmless both CCOG and Equalis Group and its Members, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of Winning Supplier, Winning Supplier employees or

subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with Members.

2.8. Notice & Opportunity to Defend; Limitations & Thresholds.

- a. **Notice; Opportunity.** If any Losses are asserted against an Indemnified Party, such Indemnified Party shall notify the Indemnifying Party as promptly as practicable and give it an opportunity to defend the same. The Indemnified Party shall reasonably cooperate with the Indemnifying Party in connection with such defense. In the event that the Indemnifying Party in connection with such claim fails to defend against the claim within thirty (30) days after Notice of such claim, the Indemnified Party shall be entitled to assume the defense thereof, and the Indemnifying Party shall be liable to repay the Indemnified Party entitled to indemnification for all its expenses reasonably incurred in connection with said defense (including reasonable attorneys' fees and settlement payments) until the Indemnifying Party assumes such defense. The attorneys prosecuting such defense on behalf of a Party must be acceptable to the Indemnified Party, which acceptance shall not be unreasonably withheld.
- b. **Liability.** Notwithstanding any other provision of this Master Agreement, indemnity obligations entered into hereunder shall be due only to the extent of the Losses actually suffered by an Indemnified Party (i.e., reduced by any offsetting or related asset or service received and any recovery from any third party). The Indemnifying Party's insurance shall obtain all rights of the Indemnified Party against any third party with respect to any claim for which indemnity was paid.

2.9. Winning Supplier Insurance. During the Term of this Master Agreement, and for two (2) years following expiration or termination of this Master Agreement, Winning Supplier, at its own expense, shall maintain and shall require that its agents, subcontractors, and suppliers engaged in Winning Supplier's performance of its duties under this Master Agreement maintain general liability insurance, property insurance, and automobile insurance (at a minimum, in the amount of \$1,000,000 per occurrence/\$5,000,000 annual aggregate) applicable to any claims, liabilities, damages, costs, or expenses arising out of its performance under this Master Agreement, or any Appendix, and with respect to, or arising out of, Winning Supplier's provision of Products & Services to Program Participants. CCOG, Equalis, and their respective officers, directors, employees, and agents will be named as certificate holders on Winning Supplier's related insurance policies. All such insurance policies shall incorporate a provision requiring the giving of written Notice to CCOG and Equalis at least thirty (30) days prior to the cancellation, nonrenewal, and/or material modification of any such policies. Winning Supplier shall submit to Equalis within ten (10) calendar days after the Effective Date of this Master Agreement, and prior to furnishing Products & Services to any Program Participants, valid certificates evidencing the effectiveness of the foregoing insurance policies. Winning Supplier shall provide such valid certificates on an annual basis until the terms of this section are no longer applicable.

2.10. Termination Rights. The Parties shall have the termination rights set forth below.

- a. **Insolvency.** If a petition in bankruptcy is filed by any Party, or if any Party is adjudicated as bankrupt, or if any Party makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the insolvency of any Party, then the other Parties, without prejudice to any other right or remedy, may terminate this Master Agreement upon giving at least five (5) business days prior written Notice of such termination.
- b. **Mutual Consent.** This Master Agreement, or any Appendix, may be terminated at any time by the mutual written consent of the Parties.

- c. **Breach.** In the event that any Party commits a material breach of its obligations under this Master Agreement, except for a payment obligation, the non-breaching Party(ies) may provide written Notice describing the material breach to the breaching Party. The breaching Party will have thirty (30) calendar days to cure such breach or provide acceptable reassurance to the non-breaching Party(ies), or, if the Parties agree that a cure or reassurance is not feasible within thirty calendar (30) days, such period of time for cure or satisfactory reassurance as the Parties may agree in writing. If the breach is not cured within such period or if satisfactory reassurance is not accepted by the non-breaching Party(ies) in such period, then the Party(ies) not in breach may terminate this Master Agreement upon ten (10) business days written Notice at the Addresses for Notices set forth in Appendix A.

2.11. Effects of Termination. Upon termination of this Agreement for any reason, all Customer Agreements entered into with Program Participants shall immediately terminate. Winning Supplier shall immediately cease any sales of Products & Services to any Program Participant under and through the terms of this Master Agreement. Following the date of termination, Winning Supplier shall not be precluded from selling its products and services to individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect either directly or through some other contract vehicle. Following the date of termination, CCOG and Equalis shall not be precluded from transitioning individuals, businesses, and entities that were Program Participants when this Master Agreement was in effect to another agreement or Equalis Group supplier partner.

2.12. Audit of Winning Supplier. CCOG and Equalis, whether directly or through an independent auditor or accounting firm, shall have the right to perform audits, including inspection of books, records, and computer data relevant to Winning Supplier's provision of Products & Services to Program Participants pursuant to this Master Agreement, to ensure that pricing, inventory, quality, process, and business controls are maintained; provided, however, that such inspections and audits will be conducted upon reasonable notice to Winning Supplier and so as not to unreasonably interfere with Winning Supplier's business or operations.

2.13. Force Majeure. This Master Agreement will be temporarily suspended during any period to the extent that any Party during that period is unable to carry out its obligations under this Master Agreement or the Appendices by reason of an Act of God or the public enemy, act of terrorism, epidemic or pandemic, fire, flood, labor disorder not caused by Winning Supplier, civil commotion, closing of the public highways not caused by Winning Supplier, government interference, government regulations, or any other event or occurrence beyond the reasonable control of the affected Party ("**Event of Force Majeure**"). No Party will have any liability to the other Party(ies) for a delay in performance nor failure to perform to the extent this Master Agreement or any Appendix is so temporarily suspended; provided that nothing contained herein shall apply to payment obligations with respect to obligations which have already been performed under this Master Agreement. If the provision of Products & Services are impeded due to an Event of Force Majeure, then Winning Supplier may apportion the provision of Products & Services among its present and future customers on a fair and reasonable basis after consulting with Equalis and the Program Participants potentially affected and in a manner that would not reasonably be expected to disproportionately affect Program Participants.

2.14. Notices. All notices, claims, certificates, requests, demands, and other communications required or permitted hereunder ("**Notice**") must be in writing and will be deemed given to the Addresses for Notices (a) when delivered personally to the recipient, (b) upon delivery by reputable overnight courier service (charges prepaid), or (c) upon delivery or refusal of delivery by certified or registered mail, return receipt requested, and addressed to the intended recipient. The Parties agree that the day-to-day business communications,

including notification of a change of address, pricing updates, or revisions to any Appendix, may be made via electronic communication.

- a. **Addresses for Notices.** Written notices for the Winning Supplier will be sent to the remittance address provided the Winning Supplier's proposal.

i. If to **CCOG**:

The Cooperative Council of
Governments, Inc.
Attn: Board President
6001 Cochran Road, Suite 333
Cleveland, Ohio 44139
Facsimile: 440.337.0002

ii. If to **EQUALIS**:

Equalis Group, LLC.
Attn: Eric Merkle, SVP
5550 Granite Parkway,
Suite 298
Plano, Texas 75024

- 2.15. **Waiver.** Other than the rights and obligations with respect to payment provided by this Master Agreement, waiver by any Party(ies) of or the failure of any Party(ies) hereto to enforce at any time its rights with regard to any breach or failure to comply with any provision of this Master Agreement by the other Party(ies) may not be construed as, or constitute, a continuing waiver of such provision, or a waiver of any other future breach of or failure to comply with the same provision or any other provision of this Master Agreement.

- 2.16. **Governing Law; Invalidity.** This Master Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of Ohio without regard to rules of conflict of laws. If any provision of this Master Agreement is declared unlawful or unenforceable by judicial determination or performance, then the remainder of this Master Agreement shall continue in force as if the invalidated provision did not exist. Any suits filed by any Party pursuant to this Master Agreement shall be brought in a court of competent jurisdiction located in Cuyahoga County, Ohio. In the event any Party initiates a suit and that suit is adjudicated by a court of competent jurisdiction, the prevailing Party shall be entitled to reasonable attorney's fees and costs from the non-prevailing Party in addition to any other relief to which the court determines the prevailing Party is entitled or awarded.

- 2.17. **No Third-Party Beneficiaries; Survival of Representations.** This Master Agreement is made solely for the benefit of the Parties to it, and no other persons will acquire or have any right under or by virtue of this Master Agreement. Except as otherwise provided herein, all representations, warranties, covenants, and agreements of the Parties shall remain in full force and effect regardless of any termination of this Master Agreement, in whole or in part.

- 2.18. **Execution in Counterparts.** This Master Agreement may be executed in one or more counterparts, each of which will be deemed an original. For purposes of this Master Agreement, a facsimile, scanned, or electronic signature will be deemed an original signature.

- 2.19. **Nondiscrimination & Intimidation.**

- a. Winning Supplier expressly agrees that in the hiring of employees for the performance of work or services under this Master Agreement or any subcontract that takes place in the State of Ohio, Winning Supplier, its subcontractors, or any person acting on a Winning Supplier's or its subcontractor's behalf shall not

discriminate in the hiring of employees by reason of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code nor shall it discriminate against any citizen of the State of Ohio in the employment of labor or workers who are qualified and available to perform the Work to which the employment relates.

- b.** Winning Supplier expressly agrees that Winning Supplier, any of its subcontractors, or any person on behalf of Winning Supplier or its subcontractors in any manner shall not discriminate against or intimidate any employee hired for the performance of work or services under this Master Agreement on account of race, creed, sex, disability as defined in **Section 4112.01** of the Ohio Revised Code, or color.
- c.** Winning Supplier expressly agrees to include principally similar provisions of this section in each of its written subcontractor agreements for the Products & Services subject to this Master Agreement.



REQUEST FOR PROPOSALS:
Remediation, Restoration, and Rebuild Services

RFP #:
COG-2134

ISSUED BY:
The Cooperative Council of Governments
On Behalf of Equalis Group

*6001 Cochran Road, Suite 333
Cleveland, Ohio 44139*

DATED:
May 20, 2022

SECTION TWO:
Proposal Submission Documents, Technical Proposal, Cost
Proposal and Other Required Forms

TABLE OF CONTENTS

PROPOSAL FORM CHECKLIST	3
PROPOSAL FORM 1: TECHNICAL PROPOSAL	4
PROPOSAL FORM 2: COST PROPOSAL	24
PROPOSAL FORM 3: DIVERSITY VENDOR CERTIFICATION PARTICIPATION	25
PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES	26
PROPOSAL FORM 5: UNRESOLVED FINDINGS FOR RECOVERY	31
PROPOSAL FORM 6: MANDATORY DISCLOSURES	35
PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION	36
PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL CERTIFICATIONS	37
PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT	38
PROPOSAL FORM 10: DEBARMENT NOTICE	39
PROPOSAL FORM 11: LOBBYING CERTIFICATIONS	40
PROPOSAL FORM 12: CONTRACTOR CERTIFICATION REQUIREMENTS	41
PROPOSAL FORM 13: BOYCOTT CERTIFICATION	42
PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS	43
PROPOSAL FORM 15: FEMA REQUIREMENTS CERTIFICATION FORMS	49
PROPOSAL FORM 16: ARIZONA CONTRACTOR REQUIREMENTS	52
PROPOSAL FORM 17: NEW JERSEY REQUIREMENTS	54
PROPOSAL FORM 18: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM	65
PROPOSAL FORM 19: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION	66
PROPOSAL FORM 20: MASTER AGREEMENT SIGNATURE FORM	67

PROPOSAL FORM CHECKLIST

The following documents must be submitted with the Proposal

The below documents can be found in Section 2; Proposal Submission and Required Bid Forms and must be submitted with the proposal. Please note Proposal Form 2 is a separate attachment (attachment B).

TECHNICAL PROPOSAL

- ☒ **Proposal Form 1: Technical Proposal**

PROPOSAL PRICING: Attachment B is provided separately in a Microsoft Excel file and is required to complete your cost proposal.

- ☒ **Proposal Form 2: Cost Proposal**

OTHER REQUIRED PROPOSAL FORMS:

- ☐ **Proposal Form 3 - Diversity Vendor Certification Participation**
- ☐ **Proposal Form 4 - Certifications and Licenses**
- ☐ **Proposal Form 5 - Unresolved Findings for Recovery**
- ☐ **Proposal Form 6 - Mandatory Disclosures**
- ☐ **Proposal Form 7 - Dealer, Reseller, and Distributor Authorization**
- ☐ **Proposal Form 8 - Mandatory Supplier & Proposal Certifications**
- ☐ **Proposal Form 9 - Clean Air Act & Clean Water Act**
- ☐ **Proposal Form 10 - Debarment Notice**
- ☐ **Proposal Form 11 - Lobbying Certification**
- ☐ **Proposal Form 12 - Contractor Certification Requirements**
- ☐ **Proposal Form 13 - Boycott Certification**
- ☐ **Proposal Form 14 - Federal Funds Certification Forms**
- ☐ **Proposal Form 15 - FEMA Requirements Certification Forms**
- ☐ **Proposal Form 16 - Arizona Contractor Requirements**
- ☐ **Proposal Form 17 - New Jersey Requirements**
- ☐ **Proposal Form 18 - General Terms and Conditions Acceptance Form**
- ☐ **Proposal Form 19 - Equalis Group Administration Agreement Declaration**
- ☐ **Proposal Form 20 - Master Agreement Signature Form**

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TOC - NorthStar Proposal

PROPOSAL FORM CHECKLIST	3
Proposal Form 1: Technical Proposal	4
Proposal Form 2: Cost Proposal	24
Proposal Form 3: Diversity Vendor Certification Participation	25
Proposal Form 4: Certifications and Licenses	26
Proposal Form 5: Unresolved Findings for Recovery	34
Proposal Form 6: Mandatory Disclosures	35
Proposal Form 7: Dealer, Reseller, and Distributor Authorization	36
Proposal Form 8: Mandatory Supplier & Proposal Certifications	37
Proposal Form 9: Clean Air Act & Clean Water Act	38
Proposal Form 10: Debarment Notice	39
Proposal Form 11: Lobbying Certifications.	40
Proposal Form 12: Contractor Certification Requirements.	41
Proposal Form 13: Boycott Certification	42
Proposal Form 14: Federal Funds Certification Forms.	43
Proposal Form 15: FEMA Requirements Certification Forms	49
Proposal Form 16: Arizona Contractor Requirements	52
Proposal Form 18: General Terms and Conditions Acceptance Form.	65
Proposal Form 19: Equalis Group Administration Agreement Declaration.	66
Proposal Form 20: Master Agreement Signature Form	67
APPENDIX B.	70
APPENDIX C	74
APPENDIX D.	75

PROPOSAL FORM 1: TECHNICAL PROPOSAL

1. <u>OVERVIEW & QUALIFICATIONS</u>		
1.1. Company Information		
1.1.1. Company Name:	NorthStar Recovery Services Inc.	
1.1.2. Corporate Street Address:	9111 Jollyville Road, Suite 165 Austin, TX 78759	
1.1.3. Website:	https://recovery.northstar.com	
1.1.4. Formation. In what year was the company formed? For how long has your company been operating under its present business name? If your company has changed its business name, include the most recent prior business name and the year of the name change.	Year of Incorporation: <u>2008</u> Operating Years under the Name of NorthStar Recovery Services Inc.: <u>14</u> Changes of Business Name: <u>None</u>	
1.1.5. Primary Point of Contact. Provide information about the Bidder representative/contact person authorized to answer questions regarding the proposal submitted by your company:	Contact Name:	John Kunert
	Title:	Director, Business Continuity
	Phone:	510-666-5072
	E-Mail Address:	jkunert@northstar.com
1.1.6. Authorized Representative. Print or type the name of the Bidder representative authorized to address contractual issues, including the authority to execute a contract on behalf of Bidder, and to whom legal notices regarding contract termination or breach, should be sent.	Contact Name:	Andrew Hixson
	Title:	President
	Phone:	513-276-1759
	E-Mail Address:	ahixson@northstar.com
1.2. Financial Strength & Legal Considerations		
1.2.1. Financial Strength. Demonstrate your financial strength and stability with meaningful data. This could include, but is not limited to, such items as financial statements, SEC filings, credit & bond ratings, letters of credit, and detailed reference letters. Note: you may mark this information as a "Trade	NorthStar Recovery Services complete and audited most balance sheet (Appendix A) reflect a robust, sound and firm financial footing. The strength of this financial position permits NorthStar to engage the most complex and far reaching recovery projects quickly and with the assurance that the projects can be effectively sustained in the near to long term without immediate remuneration for the initial efforts engaged. In summary:	

Secret” per the terms outlined in the RFP.	<ul style="list-style-type: none"> • Most recent <u>audit data</u> (Appendix A) generated by Price Water House Cooper (PWC) for balance sheets as of 31Dec20 and 2019. • Total Assets (2020): \$1.4B • Total Liabilities and Owner’s Equity: \$1.4B • Revenues (2020): \$693,747,000 • Gross Profit (2020): \$161,835, 000
1.2.2. Bankruptcy & Insolvency. Describe any bankruptcy or insolvency for your organization (or its predecessors, if any) or any principal of the firm in the last three (3) years.	<u>None to report.</u>
1.2.3. Litigation. Describe any litigation in which your company has been involved in the last three (3) years and the status of that litigation.	NorthStar Recovery Services is presently engaged in two litigation matters as follows: <ul style="list-style-type: none"> • NorthStar Recovery Services is presently engaged in litigation with a public entity consortium located in South East Texas. The litigation is as a consequence of non-payment to specific invoices submitted by NorthStar Recovery Services emanating from disaster recovery and re-construction services rendered in 2017. • NorthStar Recovery Services is presently engaged in litigation with a private hotel owner located in Houston TX. The litigation is as a consequence of non-payment of undisputed invoices submitted by NorthStar Recovery Services.
1.3. Company Qualifications	
1.3.1. Company Description. Provide a description of your company.	NorthStar Recovery Services, leveraged by its solid position within the NorthStar Group Services organization and “time tested” network of Strategic Partners, has positioned itself on the cutting edge of Disaster Recovery and Emergency Response processes. From contingency planning and partnership development to the crafting of timely, efficient, and cost-effective operational responses, NorthStar Recovery Services is poised and prepared to offer a level of Operational Resiliency that is unmatched in the Emergency Response-Disaster Recovery Industry today. From Restoration, Remediation, Construction/Reconstruction to Environmental and Demolition capabilities, NorthStar Recovery Services is a <i>TRUE</i> turn- key service provider that has the capacity to provide 100% continuity on any given project, recovery effort or disaster response. Appendix B provides a comprehensive description of NorthStar Recovery Services.

<p>1.3.2. Industry Experience. How long has your company provided the products and services outlined in your response to this RFP? What percentage of your company's revenue in each of the last three (3) full calendar years was generated from these products and services?</p>	<p>NorthStar Recovery Services, Inc., has had the privilege of providing industry leading Emergency Response, Disaster Recovery, Construction/Reconstruction and Environmental Remediation Service for over 15 years. Prior to that, its parent company, NorthStar Group Holdings (formerly known as LVI), has been providing demolition, construction/reconstruction, Environmental Remediation, Asbestos abatement and recovery services since 1988.</p> <p>A comprehensive history of NorthStar Recovery Services is noted in Appendix C.</p> <p><u>Revenue Generation:</u> For NorthStar Recovery Services, Inc., the revenues generated vis a vis the services outlined in this RFP constitute the following percentage of revenue for the past three calendar years:</p> <ul style="list-style-type: none"> • 2019: 100% • 2020: 100% • 2021: 100%
<p>1.3.3. Socio-economically Disadvantaged Business Engagement. Does bidder commit to take all affirmative steps set forth in 2 CFR 200.321 to assure that minority businesses, women's business enterprises, labor surplus area firms are used when possible.</p>	<p>x Yes <input type="checkbox"/> No</p>
<p>1.3.4. Geographic Reach. Describe your company's service area in the United States and which areas you intend to offer services under a resulting contract if awarded.</p>	<p>NorthStar Recovery Services Inc. has Nationwide Operational Reach from coast to coast. NorthStar's response model is predicated on the strategic prepositioning of manpower, infrastructure (rolling stock) and critical partnerships to serve its clients across the national geography. Moreover, NorthStar Recovery Services engages in detailed operational planning that endeavors to match resources to its partnership/clients in every geographic area of the US. In so doing, NorthStar can comprehensively respond to demand signals for any of its slated offering of services (as defined in this RFP) when called upon. Appendix D contains a graphic depiction of NorthStar's nation-wide operational reach.</p>
<p>1.3.5. Certifications and Licenses. Provide a detailed explanation outlining the licenses and certifications that are i) required</p>	<p>Appendix E contains a comprehensive listing of all NorthStar licenses pertaining to the service offerings contained within this RFP. Appendix F is a detailed</p>

<p>to be held, and ii) actually held by your organization (including third parties and subcontractors that you use). Has your company maintained these certifications on an ongoing basis? If not, when and why did your company lose any referenced certifications?</p> <p>1.3.6. NOTE: Provide copies of any of the certificates or licenses included in your response in <u>Proposal Form 5 - Certifications and Licenses.</u></p>	<p>“service offering Matrix” of qualifications. The following is a brief summary of those licenses:</p> <ul style="list-style-type: none"> • <u>Master Fire and Smoke Restorer (MSR)</u> • <u>Master Water Restorer (MWR)</u> • <u>IICRC Qualifications</u> <ul style="list-style-type: none"> • <u>Water Restoration Certification:</u> All NorthStar Supervisory personnel and senior. Includes knowledge of Environmental Stabilization and Moisture Control (Humidity and Temperature). • <u>ACAC Moisture Control Investigator, Assessor and Consultant Certification :</u> Key Project Managers and Assistant Project Managers • <u>AMRS-Applied Microbial Remediation Specialist.</u> Required for all internal environmental remediation personnel. • <u>Electronic Data Recovery Professional Certification.</u> Provided by key NorthStar Strategic Partners. • <u>Document Reclamation Specialist.</u> Provided by key NorthStar Strategic Partners. See Appendix F • <u>BSR-IICRC S540</u> Trauma and Crime Scene Remediation. Includes Bio Hazard Clean up and Remediation. • <u>AMCROSS Blood Borne Pathogen Certification.</u> Held by ALL NorthStar operational Staff. Certification allows for remediation of post trauma sites. • <u>NADCA Certified Air Systems Cleaning Specialist.</u> NorthStar is fully credentialed to conduct all vent duct and air handling systems cleaning processes. • <u>Mechanical System Repair.</u> NorthStar is directly affiliated with licensed and certified Emergency Mechanical System Engineers in all 50 States
1.4. Public Sector Experience	
<p>1.4.1. FEMA Experience. Provide a description of your experience working with FEMA declared emergencies.</p>	<p>NorthStar Recovery Services Inc. had the opportunity to engage FEMA related projects as a consequence of state and nationally declared disasters (Appendix G: Case Studies). In every instance, NorthStar’s management and documentation processes were fully FEMA compliant and resulted in 100% remuneration of the submitted claim on behalf of the client.</p>

	<p>The following are examples of NorthStar Recovery Services FEMA involvement in response to hurricane disasters:</p> <ul style="list-style-type: none"> • Hurricane Sandy (2012): Long Beach Medical Center <ul style="list-style-type: none"> ○ \$18M Project ○ Power Provisioning ○ Remediation, Restoration and Environmental Control ○ Abatement ○ Demolition • Hurricane Michael (2018): Bay City (FL) School District. <ul style="list-style-type: none"> ○ \$25M Project ○ Power Provisioning ○ Remediation, Restoration, Reconstruction ○ Roofing System repair / replacements • Hurricane Sally (2020): Escambia County (FL) School system <ul style="list-style-type: none"> ○ \$1.4M Project ○ Power Provisioning ○ Restoration, Remediation ○ Reconstruction
<p>1.4.2. Public Sector Cooperative Contracts. Provide a list of the public sector cooperative contracts (e.g., state term contracts, public sector cooperatives, etc.) you currently hold and the annual revenue through those contracts in each of the last three (3) calendar year.</p>	<p><u>California Joint Insurance Program Association (CJIPA):</u></p> <ul style="list-style-type: none"> • 2016-2018 <ul style="list-style-type: none"> ○ NorthStar Recovery Services (NRS) Business Continuity Team engaged CJIPA and constituent Leadership (Municipality Supervisors, Managers etc) in the development of Standard Operating Procedure for execution of disaster recovery Processes. ○ NRS Business Continuity Team designed and executed a Table Top Exercise for CJIPA constituents to assess effectiveness of emergency response contingency plans. <p><u>World Risk Alliance (WRM; consortium of municipalities throughout Florida):</u></p> <ul style="list-style-type: none"> • 2018 to Present <ul style="list-style-type: none"> ○ Master Service Agreement executed 6May20. • In process of developing Standard Operating Procedures for over 50 municipalities for the execution of disaster response execution in the context of large losses and area wide disasters (to include FEMA related) • NorthStar Recovery Services is in process of engaging in a “Municipal Introduction

	<p>Campaign” to re-enforce NorthStar’s Partnership with them and the WRM at large.</p> <ul style="list-style-type: none"> Have included the WRM consortium into NorthStar’s risk analysis portfolio for event updates (hurricanes) and other risk categories (floods, tornadoes).
<p>1.4.3. Education Success. What is the i) total dollar amount, and ii) percentage of your company’s total annual revenue generated by sales to educational institutions (i.e., K-12 schools & school districts and high education)?</p>	<p>2018</p> <ul style="list-style-type: none"> i. Total Dollar Amount: \$18M ii. Percentage of Total Revenue: 12% <p>2019</p> <ul style="list-style-type: none"> i. Total dollar Amount: \$27M ii. Percentage of Total Revenue: 16% <p>2020</p> <ul style="list-style-type: none"> i. Total Dollar Amount: \$24M ii. Percentage of total annual Revenue: 15% <p>2021</p> <ul style="list-style-type: none"> i. Total Dollar Amount: \$17M ii. Percentage of annual Revenue: 10% <p>NOTE: The principle mechanism for NorthStar’s educational market segment engagement is its capacity to effectively respond to significant portfolio losses due to area wide disasters (E.g. Bay City Florida ISD, University of North Carolina at Wilmington, Loyola University of New Orleans and Escambia County, FL public schools)</p>
<p>1.4.4. Government Success. What is the i) total dollar amount, and ii) percentage of your company’s total annual revenue generated by sales to local governments (i.e., municipalities, counties, special districts, and state agencies)?</p>	<p>2020-2021</p> <ul style="list-style-type: none"> i. New York City Health and Hospitals Corporation (HHC). NorthStar Recovery Services engaged in an extensive facility reconstruction projects in an effort to transform hospital spaces to Intensive Care units to accommodate COVID patients. This was a \$70M dollar project (funded by New York City via HHC). The revenue generated from this project accounted for approximately 2% of total revenue for 2021)
<p>1.4.5. Customer References. Provide references of at least five (5) local government or educational institution customers for which your company has provided products and services similar in nature and scope to those defined in this RFP in the last three (3) years. Each reference should include:</p>	<p><u>World Risk Management, LLC</u></p> <ul style="list-style-type: none"> Andy Cooper: Vice President <ul style="list-style-type: none"> 321-800-5334 andy.cooper@wrmlc.com Services Provided <ul style="list-style-type: none"> Municipal Facilities Pre Loss Assessment Process Development Development of Standard Operating Procedures for disaster recovery in partnership with NorthStar Recovery Services

<p>a. Customer contact person and their title, telephone number, and email address;</p> <p>b. A brief description of the products and services provided by your company;</p> <p>c. Customer relationship starting and ending dates; and,</p> <p>1.4.6. Notes or other pertinent information relating to the customer and/or the products and services your company provided.</p>	<ul style="list-style-type: none"> • Master Service Agreement Signed 6May2020 and still in effect <p><u>Louisiana State University</u></p> <ul style="list-style-type: none"> • Edward Nobles: Director of Risk Management <ul style="list-style-type: none"> ○ 225-578-0713 ○ nobles@lsu.edu • Services Provided <ul style="list-style-type: none"> ○ Development of Standard Operating Procedures for the execution of disaster recovery processes. ○ Pre Loss Assessments on 100 key university facilities ○ Pre Loss Assessment Compendium assembled for use by LSU Emergency Response Center ○ Table Top Analysis for all University Stakeholders in the context of a major disaster recovery effort. ○ Environmental Remediation ○ Fire and Water Loss Restoration ○ Facility reconstruction (emergency basis) ○ Infrastructure Support <ul style="list-style-type: none"> ▪ Power Generation ▪ Environmental Control (HVAC; chill water) • Master Service Agreement signed 2017 and remains in effect <p><u>School Board of Bay County Florida</u></p> <ul style="list-style-type: none"> • Dan Fuller: GM of Procurement and Contracting <ul style="list-style-type: none"> ○ 850-767-4209 ○ fulled@bay.k12.fl.us • Services Provided <ul style="list-style-type: none"> ○ Hurricane Michael (2018) Disaster Recovery Services (see case study in Appendix G) <ul style="list-style-type: none"> ▪ Water Restoration ▪ Remediation ▪ Demolition ▪ Reconstruction/Construction ▪ Debris Removal • Master Service Agreement signed 2018. Extended as a consequence of an RFP awarded in 2020. <p><u>University of North Carolina at Wilmington</u></p> <ul style="list-style-type: none"> • Kristy Burnette: Risk Manager <ul style="list-style-type: none"> ○ 910-962-2220 ○ Burnettek@uncw.edu • Services Provided
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	<ul style="list-style-type: none"> ○ Hurricane Florence 2018 Disaster Recovery Services <ul style="list-style-type: none"> ▪ Multiple roofing systems repairs and reconstruction ▪ Water Restoration ▪ Remediation ▪ Demolition and Reconstruction ○ Emergency Response Services in support of a campus facility portfolio of over 100 facilities <ul style="list-style-type: none"> ▪ Water Restoration ▪ Remediation ○ Development of Standard Operating Procedures and Pre Loss Assessment Planning and Documentation • Master Service Agreement Signed 2018 and continues through 2022 as a consequence of awarding of an RFP. <p><u>Escambia County, Florida School District</u></p> <ul style="list-style-type: none"> • Keith Wasdin: Director of Facilities <ul style="list-style-type: none"> ○ 850-439-2639 ○ MWasdin@ecsdf.us • Services Provided <ul style="list-style-type: none"> ○ Standard Operating Procedure development and implementation ○ Pre Loss Assessment Planning and documentation. ○ Hurricane Sally (2020) Disaster Recovery Services <ul style="list-style-type: none"> ▪ Water Restoration ▪ Remediation ▪ Environmental Control ▪ Minor demolition and Reconstruction. ○ Development of Standard Operating Procedures and Pre Loss Assessment Planning and Documentation • Master Service Agreement signed 2020 and extended as a consequence of an IDIQ awarded in 2022.
2.	
2.1. PRODUCTS & SERVICES	
2.1.1. Product & Services Description(s). Provide a detailed description of the products and services you are	Appendix I contains a detailed description/listing of the products and Services Provided. The following is a summary listing of those services: <ul style="list-style-type: none"> • Planning and Preparation

<p>offering as a part of your proposal.</p> <p><u>IMPORTANT.</u> This description along with the products and services included in the <u>Attachment B – Cost Proposal</u> will be utilized to define the overall products and services available under a resulting contract.</p>	<ul style="list-style-type: none"> ○ Development of Standard Operating Procedures for emergency response process ○ Pre Loss Assessment Survey's and analysis on facility portfolios ○ Operational Planning ○ Development of facility information portfolios. ○ Training, Plan Analysis and Table Top Exercise planning and Execution ● Project Management Services <ul style="list-style-type: none"> ○ Emergency Call Processing ○ Project Oversight ○ Scope of work development ○ Development of Rough Order of Magnitude (Cost Estimate based on Scope of Work ○ Process Execution ○ Documentation Development and daily submission ○ Daily Update ○ Daily Safety Inspections ● Fire, Smoke and Water Damage Recovery ● Water Extraction and Moisture control ● HVAC Decontamination and cleaning ● Microbial Remediation ● Telecommunications recovery ● Electronics Restoration ● Media Recovery ● Documents, Books and Vital Records Recovery ● Equipment Recovery and Restoration ● Commercial Cleaning/Decontamination of Heating, Ventilation and Air Conditioning units and Ductwork; Drapes, Post Construction Clean up ● Bio Hazard Cleanup ● Building Deodorization/Odor Control ● Consulting on all matters relating to disaster recovery, restoration, remediation, environmental control ● Carpet Cleaning ● Content Cleaning and Decontamination ● Structural cleaning and Restoration ● Structure and content drying ● Transportation and Storage ● Security ● Reconstruction/Construction
<p>2.1.2. <i>Emergency Response.</i> Describe how your organization responds to emergencies.</p>	<p>NorthStar Recovery Services detailed and robust Emergency Response Processes are detailed in <u>Appendices K (Emergency Call In Procedures on NRS 24/7 Emergency Call in Number)</u> and <u>L</u></p>

(NorthStar Recovery Services Emergency Response Processes). **Appendix M** describes the features in NorthStar Recovery Services Phone App and its application for emergency response reporting and data sharing: In summary:

"24 Hour Emergency Response Line" (Appendix K)

- **24/7/365 Emergency Call in Number** (800-283-2933) Staffing and management
- Detailed Call in Data Queries managed by the response line staff
- NorthStar Recovery Services Operational Manager call back 10-15 Minutes of initial call.
 - Gather further details
 - Describe Response Intentions
- On-Site NorthStar Presence: 2 Hours is the objective.

NorthStar Recovery Services Emergency Response Processes (Appendix L):

- **Disaster Recovery Planning**
 - MSA in Place
 - Standard Operating Procedure Development
 - Pre Loss Assessment on Portfolio Priorities
- **Disaster Recovery Response and Deployment**
 - Single Large Losses
 - Emergency Call Made
 - On Site Arrival: 2 Hours
 - Site Assessment
 - Immediate Processes begun
 - NRS Management Team on site: 4 Hours
 - Scope of Work Developed within 48 Hours
 - Recovery Effort commences
 - Rough Order of Magnitude provided (cost) within 72 Hours.
 - 72 Hours until completion
 - Daily Updates
 - Time Sheets
 - Material and Equipment usage sheets
 - Daily safety inspection
 - All required documentation prepared for delivery

	<ul style="list-style-type: none"> ○ <u>Area Wide Disasters</u> <ul style="list-style-type: none"> ▪ NRS plans with client partner for pending event (7 days from landfall) ▪ NRS and Partner prepare response and preparation positions ▪ NRS Pre-stages critical equipment and infrastructure to accelerate response times. ▪ Post landfall: NorthStar Recovery Services engages in an Aggressive Recovery, Restoration, Remediation and Re-construction/Construction efforts on all key facilities .
<p>2.1.3. Project Management. Provide a description of your approach, strategies and personnel requirements as it relates to project management</p>	<p>A full description of NorthStar Recovery Service's Operating Stratagem for project management is contained in Appendix J. In summary, NorthStar Recovery Services has the full capacity to conduct prompt and sustained efforts under the most trying circumstances. Its complement of Project Managers, Coordinators and supervisors are all fully certified and accredited to the most exacting industry standards. NorthStar Recovery Services leads the restoration and environmental control industry in its Safety Program and Standards. The key to effective project management is the "speed and clarity of Data" that is shared daily with each client. Strategically, NorthStar Recovery Services is partnered with industry leading providers in the fields of power generation, environmental control and manpower provisioning. Moreover, it has direct access and reach-back to industry leading experts in every facet of facility construction, operation and environmental considerations that can be brought to bear in any circumstance.</p>
<p>2.1.4. Additional Offering. Please include any additional products and services not included in the scope of the solicitation that you think will enhance and add value to this contract's participating agencies.</p>	<p>NorthStar Recovery Services, Inc., is included in the NorthStar Group Holdings overall grouping of subsidiary companies. As such, it has direct "reach back" capabilities to provide a host of services under the NorthStar organizational architecture to include but not limited to:</p> <ul style="list-style-type: none"> • Facility Engineering and Design Consulting • Environmental Remediation • Asbestos Abatement • Lead Abatement • Soil Reclamation • Demolition <p>In this capacity, NorthStar Recovery Services is capable of providing "Turn Key" services to any</p>

	<p>number of complex projects. Moreover, this organization structure allows any project to proceed without an “operational pause” due to the need to outsource any of the aforementioned services.</p> <p><u>“Provider of Solutions to the Most Complex Challenges:”</u> NorthStar Recovery Services has virtually unlimited access to the nations top engineering consulting firms and other leaders in the facility management industry. As such, NorthStar has the capacity to <u>provide solutions to the most complex challenges that may arise in the course of a disaster recovery/emergency response effort.</u></p>
3. <u>Business Operations</u>	
3.1. Customer Service	
<p>3.1.1. Customer Service Department. Describe your company’s customer service department & operations. Your description may include, but is not limited to, hours of operation, number and location of service centers, parts outlets, number of customer service representatives. Clarify if the service centers are owned by your company or if they are a network of subcontractors.</p>	<p>In the context of NorthStar Recovery Services’ Disaster Recovery and Emergency Response efforts the terms “clients and customers” are substituted with the term “Partner.” It is the context of developing a Partnership where the key elements of “Trust, Faith and Confidences are developed and strengthened.” In a disaster recovery environment, <u>true “customer service” is delivered by the prompt, sustained, efficient and cost- effective recovery efforts possible.</u> This is only attainable through the development of a <u>Resilient Partnership.</u> NorthStar Recovery Services Seeks to accomplish this via a vis:</p> <ul style="list-style-type: none"> • Detailed Disaster Recovery and Emergency Response planning with its Partners • Assignment of a dedicated Project Coordinator to each Partner. The strengthen of a working rapport at this level is crucial. • Direct engagement by NorthStar Recovery Services’ President and Senior Directors with each partner re-affirms NorthStar’s commitment to each partner’s readiness and resiliency. • <u>Dedicated Accounts for each Partner on NorthStar’s Phone App.</u> This serves as the direct gateway to information sharing on every project joined.
3.1.2. Bonding Capabilities	
<p>3.1.3. Bonding. Describe your company’s bonding capacity. Your response may include, but is not limited to, the bonding company’s surety rating.</p>	<p>NorthStar Recovery Services, with its affiliation with NorthStar Group Holdings, is a participant in a <u>bonding program with a capacity in excess of \$300M.</u> Appendix H is the direct reference to NRS’s bonding capacity.</p>

4. PRICING

4.1. Cost Proposal

4.1.1. Pricing Model. Provide a description of your pricing model or methodology identifying how the model works for the products and services included in your proposal. Your response should describe how the proposed pricing model is able to be audited by an Equalis Group member to assure compliance with the pricing in the Master Agreement.

NorthStar Recovery Services employs the **Time and Material** model as its sole methodology for pricing. Disaster Recovery and Emergency Response services are, by their very nature, unique to every circumstance give the scope of damage or extent of facility compromise in any circumstance. The only practical method to baseline/price a project is via the Time and Material Methodology. The model is predicated upon a clearly defined **Rate Schedule** that establishes rates for:

- Labor Rates: Defines rates for every positional role and technical skill sets
 - By Unit (Hourly)
 - Unit of Time
 - Straight Time
 - Overtime
 - Extenuating circumstances
- Restoration Equipment: Defines rates for all equipments employed on a project (up to and including Power Generation systems)
 - By Unit
 - Unit of Time
 - Daily
 - Weekly
 - Monthly
- Consumable Materials: The nature of disaster recovery works demands the consumption/employment of “consumable material” in the course of a recovery process.
 - By Units. Examples follow
 - Pair
 - Each
 - BOX
 - Pack
 - Roll
- Heavy Equipment: To include the use of excavators, associated equipment and trucks. Moreover, rate clarifications are included to ensure transparency and understanding of how each rate is applied
 - By Unit
 - Each
 - Daily Rates
 - Weekly Rates
 - Monthly rates
- Labor Considerations and Qualifications:
 - Describes how labor rates are applied in different circumstances

	<ul style="list-style-type: none"> ▪ Definition of overtime ▪ Double time rate application for holidays etc ▪ Travel Time/Compensation ▪ Application of travel costs ▪ Per Diem Rates ▪ Recognition of Collective Bargaining Agreements in various locations as the superseding authority on labor rate applications. This will be made clear to the Partner on whose behalf the labor is employed. <ul style="list-style-type: none"> • <u>Compliance with Davis Bacon Act.</u> The following is NorthStar Recovery Services' compliance position with the Davis Bacon Act:" <ul style="list-style-type: none"> <i>"The attached rate schedule does not reflect Davis Bacon Prevailing wages for any specific location. In order to ensure that prevailing wages apply in a specific project location, and to ensure compliance with the Davis Bacon Act, NorthStar Recovery Services and Client will achieve agreement on the wages to be applied, by billet and in compliance with that locations Davis Bacon Act requirement. The following link will be used as a reference to ensure wages are compliant: https://sam.gov/content/wage-determinations"</i> <p>Auditing Processes. The Time and Material pricing model facilitates and clear and direct auditing process." The agreed Rate Schedule is the focal point around which NorthStar Recovery Services invoice process is predicated. All project operational costs are reflected in the daily (signed to and agreed by the partner):</p> <ul style="list-style-type: none"> • Time sheets. Every hour of every position engaged on a project is reviewed and agreed to daily. • Material and Equipment sheets. Every category of equipment employed on a given project on each day is recorded and agreed to by both NorthStar and the Partner.
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	<ul style="list-style-type: none"> • Third Party invoices are included in every NorthStar Recovery Services “partner served invoice” in ensure that these invoices are treated in accordance with the standing Master Service Agreement. • Daily Project Updates. Sent daily to each Partner noting in detail the engagement of all labor and equipment employed that day. <p>When auditing any presented NorthStar Recovery Services Invoice, it will be noted that <u>all documentation utilized to arrive at the invoice number</u> is included at attachments to the invoice. Secondly, each category of labor, equipment and consumable that are accounted for are related/tied directly to the agreed upon rate schedule.</p>
<p>4.1.2. Cost Proposal Value. Which of the following statements best describes the pricing offered included in Bidder’s cost proposal?</p>	<p>The prices offered in your Cost Proposal are:</p> <p><input type="checkbox"/> lower than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input checked="" type="checkbox"/> equal to what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> higher than what you offer other group purchasing organizations, cooperative purchasing organizations, or state purchasing departments.</p> <p><input type="checkbox"/> not applicable. Please explain below.</p>
<p>4.1.3. Additional Savings. Describe any quantity or volume discounts or rebate programs included in your Cost Proposal.</p>	<p>NorthStar Recovery Services Rate Schedule presented, when accepted and executed in the context of a agreed to project, allows for a 48% discount/savings on equipment rentals. This discount structure is defined as follows:</p> <ul style="list-style-type: none"> • 1 Rental Week: Billed at 5 Days • 1 Rental Month: Billed at 3 Weeks
<p>4.1.4. Pricing Open Market or Sourced Goods. Propose a method for the pricing of Open Market Items.</p> <p>NOTE: For a definition of Open Market Items, please refer to Part One, Section 5 – Pricing.</p>	<p>NorthStar Recovery Services will charge a <u>procurement fee</u> for unscheduled items that are procured for a specific project under this contract. This fee will be set at a rate not to exceed %15 of the value of the unscheduled purchases made at the time of the executed project.</p> <p>The following additional supplies / materials considerations and qualifications apply:</p> <ul style="list-style-type: none"> • Fuel will be charged at a mutually agreed rate. • During the course of performance of services, NorthStar Recovery Services may add additional materials to the schedule above at rates agreed upon by both NorthStar Recovery Services and the Client.

5. GO-TO-MARKET STRATEGY

5.1. Bidder Organizational Structure & Staffing of Relationship

5.1.1. Key Contacts. Provide contact information and resumes for the person(s) who will be responsible for the following areas;

1. Executive Contact
2. Contract Manager
3. Sales Leader
4. Reporting Contact
5. Marketing Contact.

Indicate who the primary contact will be if it is not the Sales Leader.

Executive Contact: Andy Hixson, President
Phone Number: (513) 276-1759

Email: Ahixson@northstar.com

Contract Manager and Reporting Contact:

John Kunert, Director of Business Continuity

Phone Number: (510) 666-5072

Email: Jkunert@northstar.com

Sales Leader and Primary Contact: Austin

Stone, National Business Development

Phone Number: (409) 626-2290

Email: Astone@northstar.com

Marketing Contact: Andres Delacruz,

Deputy Director of Business Continuity

Phone Number: (510) 495-4263

Email: Adelacruz@northstar.com

5.1.2. Sales Organization. Provide a description of your sales organization, including key staff members, the size of the organization, in-house vs. third-party sales resources, geographic territories, vertical market segmentation, etc.

NorthStar's business development team is responsible for understanding and developing assigned territories to maximize and grow revenue and profits. Their job is to ensure the successful growth of NorthStar's services and Premier Response Program. By understanding the clients needs and expectations while at the same time identifying new markets and opportunities. Our business development team works to develop a detailed pre-loss description of our clients assets and provide overview to operations before a disaster occurs. Our team is made up of four individuals who have multiple years of experience selling disaster recovery services in many different industries.

Austin Stone: National Business Development.

Markets: Public Entities, K-12, Higher Education, Healthcare, Commercial Real Estate

Territory: Central, East and Southeast US

Angela Pillsbury: National Business Development

Markets: Public Entities, Retail, Industrial, Healthcare, Manufacturing

Territory: Southwest, Central and Southeast US

Brian Golden: National Business Development

Markets: Higher Education, K-12, Commercial Real Estate, Hospitality

Territory: Central, East and Northeast US

Jay Hawkins: National Business Development

Markets: Multi-Family, Hospitality, Industrial, Retail

	Territory: Northwest, Southwest, and Central USClick here to enter response.
5.2. Contract Implementation Strategy & Expectations	
5.2.1. <i>Contract Expectation.</i> What are your company's expectations in the event of a contract award?	<p>NorthStar has very high expectations in the event they are awarded the Equalis RFP. The first agenda item when awarded will be to understand the list of potential clients given to NorthStar. Some questions we will ask ourselves:</p> <ol style="list-style-type: none"> 1. What is the known risk of the geography? 2. Have they had any major events occur in the past? 3. What do NorthStar's resources look like for that area? 4. How can we respond in an efficient and timely manner? <p>When you understand your clients and know the potential risk beforehand, it allows you to mitigate a loss before you even arrive onsite. So having a plan, executing that plan, and being prepared knowing there could be a loss at any moment, allows NorthStar to create expectations for our current clients and this contract as well..</p>
5.2.2. <i>Five (5) Year Sales Vision & Strategy.</i> Describe your company's vision and strategy to leverage a resulting contract with Equalis over the next five (5) years. Your response may include but is not limited to; the geographic or public sector vertical markets being targeted; your strategy for acquiring new business and retaining existing business; how the contract will be deployed with your sales team; and the time frames in which this will be completed.	<p>NorthStar recently moved its Operational and Logistics site to Dallas, Tx. This allows NorthStar to disperse equipment, manpower, and other resources around the country when needed. NorthStar will be able to develop new business and retain existing business by developing relationships and implementing NorthStar's Premier Response Program.</p> <p>There are several companies that offer an at cost program prior to events happening, but NorthStar's Premier Response Program is an industry first with a no cost, no retainer. By investing into our clients and addressing areas of concern with our Standard Operating Procedures (SOP) and Pre-Loss Assessments (PLA), NorthStar can gather the data that is needed to give our Operations team the best opportunity to respond in an efficient and effective manner. By understanding who the client is and what priorities they have when it comes to a disaster, NorthStar can make sure no stones will be left unturned.</p> <p>NorthStar will be able to stay in front of the client whether there is day to day or catastrophic events. Our Business Continuity and Sales team will sit down with the client and develop what we call the playbook or Standard Operating Procedures (SOP). This will allow NorthStar to understand who the key points of</p>

	<p>contact are and where key components need to go such as billing, daily updates, scope of work, etc. Following the SOP, NorthStar will conduct their Pre-Loss Assessments (PLA) on every building or asset that the client utilizes. These assessments will include gathering floor plans, utility run out plans, asbestos containing material reports, and our own team walking the building and gathering photos and other data. This will all come to form a compendium that NorthStar will share with the client. Having this data upfront and continuing to update the compendium on a yearly basis, will allow the client to save money long-term and give NorthStar the opportunity to meet the clients needs when responding.</p>																																										
<p>5.2.3. Sales Objectives. What are your top line sales objectives in each of the five (5) years if awarded this contract?</p>	<table border="1" data-bbox="711 653 1226 1031"> <thead> <tr> <th colspan="3">Day to Day (Non Catastrophic Events)</th> </tr> <tr> <th>Years</th> <th>Customers</th> <th>Total Sales</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>3-5</td> <td>\$250,000-\$500,000</td> </tr> <tr> <td>2</td> <td>5-10</td> <td>\$750,000-\$1M</td> </tr> <tr> <td>3</td> <td>10-15</td> <td>\$1.5M-\$2M</td> </tr> <tr> <td>4</td> <td>15-20</td> <td>\$3M-5M</td> </tr> <tr> <td>5</td> <td>20-25</td> <td>\$6M-10M</td> </tr> </tbody> </table> <table border="1" data-bbox="711 1066 1149 1444"> <thead> <tr> <th colspan="3">Catastrophic Events</th> </tr> <tr> <th>Years</th> <th>Customers</th> <th>Total Sales</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1-2</td> <td>\$3M-\$5M</td> </tr> <tr> <td>2</td> <td>3-4</td> <td>\$5M-\$10M</td> </tr> <tr> <td>3</td> <td>5-6</td> <td>\$10M-\$20M</td> </tr> <tr> <td>4</td> <td>6-7</td> <td>\$20M-\$30M</td> </tr> <tr> <td>5</td> <td>7-10</td> <td>\$30M-\$50M</td> </tr> </tbody> </table> <p>l</p>	Day to Day (Non Catastrophic Events)			Years	Customers	Total Sales	1	3-5	\$250,000-\$500,000	2	5-10	\$750,000-\$1M	3	10-15	\$1.5M-\$2M	4	15-20	\$3M-5M	5	20-25	\$6M-10M	Catastrophic Events			Years	Customers	Total Sales	1	1-2	\$3M-\$5M	2	3-4	\$5M-\$10M	3	5-6	\$10M-\$20M	4	6-7	\$20M-\$30M	5	7-10	\$30M-\$50M
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<p>6. ADMIN FEE & REPORTING</p>																																											
<p>6.1. Admin Fee</p>																																											
<p>6.1.1. Administrative Fee. Equalis Group only generates revenue when the Winning Supplier generates revenue based on contract utilization by current and future Members. The proposed Administrative Fee for</p>	<p><input checked="" type="checkbox"/> Agree to proposed Administrative Fee <input type="checkbox"/> Negotiate Administrative Fee. Provide additional information below if you opt to negotiate.</p>																																										

<p>this contract is two percent (2%) based on the terms disclosed in the <u>Attachment A - Model Administration Agreement.</u></p>	
6.2. Reporting	
<p>6.2.1. Sales & Administrative Fee Reporting. Equalis Group requires monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month. Confirm that your company will meet this reporting requirement. If not, explain why and propose an alternative time schedule for providing these reports to Equalis Group.</p>	<p>NorthStar Recovery Services agrees to the following:</p> <ul style="list-style-type: none"> • Submission of monthly reports detailing sales invoiced the prior month and associated Administrative Fees earned by the 15th of each month
<p>6.2.2. Self-Audit. Describe any self-audit process or program that you plan to employ to verify compliance with your proposed contract with Equalis Group. This process includes ensuring that Members obtain the correct pricing, reports reflect all sales made under the Contract, and Winning Supplier remit the proper admin fee to Equalis.</p>	<p>NorthStar Recovery Services, in the conduct of every project, <u>conducts continuous self audits</u> on a daily basis. It does so in the following manner:</p> <ul style="list-style-type: none"> • <u>Project Coordinator (PC)</u>: Ensures documentation compliance on all costs centers that directly relate to the agreed to Rate Schedule: <ul style="list-style-type: none"> ○ Daily Time Sheets (Rates for each billet engaged and hours applied). Daily time sheets are agreed to with the client and formally documented with both designated client representative and NRS PC signatures. ○ Daily Material and Equipment Sheets (Documents every piece of equipment used on the project for any given day.) Equipment rates are directly referenced and applied in accordance with the agreed upon rate schedule. Daily material and equipment sheets are agreed to with the client and formally documented with both designated client representative and NRS PC signatures. ○ Collection and documentation of any third party invoices. PC ensures that all third party costs are documented and communicated to the client. • Project Accountant: Assigned to every project to ensure “accounts receivable and

	<p>payable” are maintained daily and consistent with the agreed to rate schedule.</p> <ul style="list-style-type: none">○ Oversees a “progressive billing process” to capture all relevant cost activities for that day. Those costs are then <u>audited against the agreed to rate schedule</u> to ensure continuity of accuracy of the invoicing process. <p>Both the PC and Project Account, upon completion of the project, avail themselves to any auditing process that the client may deem appropriate and as may be requested by third party stakeholder (e.g. FEMA, insurers etc). This is intended to maximize clarity, transparency and accuracy on every invoice submitted.</p>
--	--

PROPOSAL FORM 2: COST PROPOSAL

A template for the Cost Proposal has been included as **Attachment B** and must be uploaded as a separate attachment to a Bidder's proposal submission. Bidders are permitted to revise any part of the spreadsheet to the Cost Proposal to accurately reflect the column titles, details, discounts, pricing categories of products, services, and solutions being offered to Equalis Group Members.

Bidder's Cost Proposal must include the information requested in **Section 5 - Pricing**.

NOTE: Cost Proposals will remain sealed and will only be opened and reviewed for those Bidders that meet the minimum Technical Proposal score threshold as described in **Section 6.2 - Evaluation and Scoring of Proposals**.

(The rest of this page is intentionally left blank)

PROPOSAL FORM 3: 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: [Click or tap here to enter text.](#)

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: [Click or tap here to enter text.](#)

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is an DVBE: ☐Yes ☒No

List certifying agency: [Click or tap here to enter text.](#)

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is an HUB: ☐Yes ☒No

List certifying agency: [Click or tap here to enter text.](#)

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is an HUBZone: ☐Yes ☒No

List certifying agency: [Click or tap here to enter text.](#)

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder: ☐Yes ☒No

List certifying agency: [Click or tap here to enter text.](#)

PROPOSAL FORM 4: CERTIFICATIONS AND LICENSES

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 Bidder to provide the products and services included in their proposal which can include, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable

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

Listed Below are *Examples* of the Certifications and Licenses held by NorthStar Nation Wide



Dear IICRC Registrant:

Congratulations! You have passed your exam.

You are now certified and recognized by the IICRC and your industry. You have achieved a level of expertise at which you understand and can perform the standard of care required in this certification category.

Please find enclosed your Certification Kit. This includes your certificate, card, and corresponding certification patch, which recognizes and verifies your achievement.

Please be sure to provide a copy of your certificate to your employer for their files; keep the original for your personal files. Many companies and technicians proudly display their respective certificates to show customers and co-workers their status as an IICRC Certified professional.

We encourage you to inform your customers and clients that you have achieved this superior level of distinction as a certified technician.

Congratulations again. You have joined the ranks of a select group of professionals working within the inspection, cleaning, and restoration industry.

Sincerely,

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

Richard Greene
IICRC President

EXAM:
SCORE:

Plymire
RRT
90.00

Learn more about earning additional IICRC Certifications at iicrcert.org.

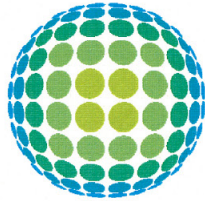
Learn more about the Continuing Education Credit (CEC) requirements for certification renewal and additional training opportunities at iicrcCEEvents.org.

4043 South Eastern Avenue · Las Vegas, Nevada · 89119
1 844 464-4272 · 702-694-4272
iicrc.org

Click or tap here to enter text.

04.2018





IICRC®
Institute of Inspection Cleaning
and Restoration Certification

RAYMOND R. MAURER

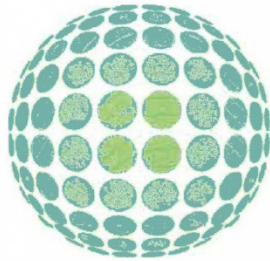
is a registrant in good standing with the IICRC, and has qualified by service and examination for certification in the following areas:

**APPLIED STRUCTURAL DRYING
CARPET CLEANING
COMMERCIAL DRYING
WATER DAMAGE RESTORATION
APPLIED MICROBIAL REMEDIATION
UPHOLSTERY & FABRIC CLEANING
LEATHER CLEANING**

This registrant has pledged to perform services in these areas
with skill, honesty, and integrity to provide the consumer
with the highest standard of care and expertise.

137566
REGISTER NUMBER

04/30/2023
EXPIRATION DATE



IICRC

Institute of Inspection Cleaning
and Restoration Certification

CERTIFIED FIRM

2022

be it known that:

NORTHSTAR RECOVERY SERVICES

Is registered with IICRC, and has pledged to implement an advanced training program and a course of study leading to the certification of all On-Location Operators actively engaged in providing services to the consumer in cleaning and restoration and has pledged its support in establishing and maintaining a professional attitude in the conduct of its daily business at all times and providing the consumer with the highest degree of professionalism possible.

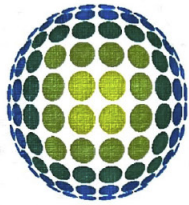


Peter P. Duncanson
Chair of the Board of Directors



Company Number 197294

Valid Through 12-31-2022



IICRC®
Institute of Inspection Cleaning
and Restoration Certification

MICHAEL D. CHATMAN

is a registrant in good standing with the IICRC, and has qualified by service and examination for certification in the following areas:

**WATER DAMAGE RESTORATION
TRAUMA & CRIME SCENE
APPLIED STRUCTURAL DRYING**

This registrant has pledged to perform services in these areas
with skill, honesty, and integrity to provide the consumer
with the highest standard of care and expertise.

8412646

REGISTER NUMBER

04/30/2023

EXPIRATION DATE



Ron DeSantis, Governor



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS CONTRACTOR HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

(INDIVIDUAL MUST MEET ALL LOCAL LICENSING
REQUIREMENTS PRIOR TO CONTRACTING IN ANY AREA)

JENKINS, JOHN JOSEPH

NORTHSTAR DEMOLITION AND REMEDIATION LP
9135 AVENUE C
ORLANDO FL 32824

LICENSE NUMBER: CJC1154177

EXPIRATION DATE: NOVEMBER 30, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



Ron DeSantis, Governor

Julie I. Brown, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

ASBESTOS LICENSING UNIT

THE ASBESTOS BUSINESS ORGANIZATION HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 469, FLORIDA STATUTES

NORTHSTAR CONTRACTING GROUP, INC.

JOHN J. JENKINS
2760 S FALKENBURG RD
RIVERVIEW FL 33578

LICENSE NUMBER: ZA514

EXPIRATION DATE: NOVEMBER 30, 2023

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Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

MOLD-RELATED SERVICES LICENSING PROGRAM

THE MOLD REMEDIATOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 468, FLORIDA STATUTES

SOBSKI, JERZY

76 E 9 MILE RD
PENSACOLA FL 32534

LICENSE NUMBER: MRSR75

EXPIRATION DATE: JULY 31, 2024

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United States Environmental Protection Agency

This is to certify that



NorthStar Contracting Group, Inc.

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

In the Jurisdiction of:

All EPA Administered States, Tribes, and Territories

This certification is valid from the date of issuance and expires July 24, 2025

NAT-2224-2

Certification #

March 20, 2017

Issued On



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

Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch



Ron DeSantis, Governor

Halsey Beshears, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE ROOFING CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

JENKINS, JOHN JOSEPH

NORTHSTAR DEMOLITION AND REMEDIATION, LP
1201 S CHILDERS ROAD
ORANGE TX 77632

LICENSE NUMBER: CCC1329303

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



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PROPOSAL FORM 5: 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

PROPOSAL FORM 6: 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. **NorthStar Recovery Services Inc., nor any of its contracted Partners (sub-contractors), have presently or in the past, ever been subject to the filing of any "formal claims" filed against them as a consequence of a breach of contract.**

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. **NorthStar Recovery Services Inc., nor any of its contracted Partners (sub-contractors), have presently or in the past, ever been the subject to any adverse regulatory or adverse administrative governmental action (federal, state or local) with respect to the company's performance of services similar to those described in this RFP .**

PROPOSAL FORM 7: DEALER, RESELLER, AND DISTRIBUTOR AUTHORIZATION

CCOG allows Suppliers to authorize dealers, distributors, and resellers to sell the products and services made available through, and consistent with the Terms and Conditions set forth in, the Master Agreement. If Supplier intends to authorize their dealers, distributors, or resellers access to the Master Agreement in the event of a contract award Supplier must provide a list, either in the form of a document or a weblink, to identify those organizations who are being authorized access to the Master Agreement.

Will the Supplier authorize dealers, distributors, resellers access to Master Agreement?

☐ **Yes**

☒ **No**

If yes, how will Supplier disclose which organization(s) will have access to the Master Agreement? This list can be updated from time to time upon CCOG's approval.

Bidder Response: Click or tap here to enter text.

PROPOSAL FORM 8: MANDATORY SUPPLIER & PROPOSAL 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 RFP MUST certify that they are NOT ineligible by signing each of the statements below. **Failure to provide proper affirming signature on any of these statements will result in a Bidder's proposal being deemed nonresponsive to this RFP.**

I, **Andrew Hixson**, hereby certify and affirm that NorthStar Recovery Services Inc., & Affiliates, 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, **Andrew Hixson**, hereby certify and affirm that NorthStar Recovery Services Inc., & Affiliates, 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, **Andrew Hixson**, hereby certify and affirm that NorthStar Recovery Services Inc., & Affiliates, is 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, **Andrew Hixson**, hereby certify and affirm that NorthStar Recovery Services Inc., & Affiliates 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.

I, **Andrew Hixson**, hereby affirm that this proposal accurately represents the capabilities and qualifications of NorthStar Recovery Services Inc., & Affiliates, and I hereby affirm that the cost(s) proposed to CCOG for the performance of services and/or provision of goods covered in this proposal in response to this CCOG RFP is a firm fixed price structure as described in the Cost Proposal, inclusive of all incidentals as well as primary costs. (*Failure to provide the proper affirming signature on this item may result in the disqualification of your proposal.*)

PROPOSAL FORM 9: CLEAN AIR ACT & CLEAN WATER ACT

The Bidder is in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Authorized signature: 

Printed Name: Andrew Hixson

Company Name: NorthStar Recovery Services Inc.

Mailing Address: 9111 Jollyville Rd. Ste-165 Austin, Tx 78728

Email Address: ahixson@northstar.com

Job Title: President

PROPOSAL FORM 10: DEBARMENT NOTICE

I, the Bidder, 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.

Respondents Name:

Andrew Hixson

Mailing Address:

9111 Jollyville Rd. Ste-165 Austin, Tx 78728

Signature



Title of Signatory:

President, Northstar Recovery Services Inc.

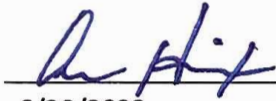
PROPOSAL FORM 11: LOBBYING CERTIFICATIONS

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 ten thousand dollars (\$10,000) and not more than one hundred thousand dollars (\$100,000) for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, on behalf of Bidder 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 one hundred thousand dollars (\$100,000) in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

Signature:



Date:

6/20/2022

PROPOSAL FORM 12: 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 COOG 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:

6/20/2022

PROPOSAL FORM 13: 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.

Does Bidder agree?  Click on tag here to enter text.
(Initials of Authorized Representative)

PROPOSAL FORM 14: FEDERAL FUNDS CERTIFICATION FORMS

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.

3. *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? Click or tap here to enter text.
AH
(Initials of Authorized Representative)

4. *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? Click or tap here to enter text.
AH
(Initials of Authorized Representative)

5. *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? Click **AH** here to enter text.
(Initials of Authorized Representative)

6. *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? Click **AH** here to enter text.
(Initials of Authorized Representative)

7. *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? Click on tap here to enter text.
AH
(Initials of Authorized Representative)

8. *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? Click on tap here to enter text.
AH
(Initials of Authorized Representative)

9. *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? Click on tap here to enter text.
AH
(Initials of Authorized Representative)

10. *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 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

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? Click **AH** tap here to enter text.
(Initials of Authorized Representative)

11. 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? Click **AH** tap here to enter text.
(Initials of Authorized Representative)

12. 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? Click **AH** tap here to enter text.
(Initials of Authorized Representative)

13. 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? Click or tap here to enter text.
(Initials of Authorized Representative)

14. 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? Click or tap here to enter text.
(Initials of Authorized Representative)

15. 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? Click or tap here to enter text.
(Initials of Authorized Representative)

16. 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? Click or tap here to enter text.
(Initials of Authorized Representative)

17. 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? Click or tap here to enter text.
(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:

Andrew Hixson

Company Name:

NorthStar Recovery Services Inc.

Mailing Address:

9111 Jollyville Road, Suite 165, Austin, TX 78759

Job Title:

President

PROPOSAL FORM 15: FEMA REQUIREMENTS CERTIFICATION FORMS

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). Additionally, Appendix II to Part 200 authorizes FEMA to require or recommend additional provisions for contracts.

All bidders submitting proposals must complete this FEMA Recommended Contract Provisions Form regarding bidder’s willingness and ability to comply with certain requirements which may be applicable to specific participating agency purchases using FEMA funds. This completed form will be made available to Members for their use while considering their purchasing options when using FEMA 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, Bidder should certify bidder’s 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.

18. Access to Records

For All Procurements

The Winning Supplier agrees to provide the participating agency, the pass-through entity (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Winning Supplier agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Winning Supplier agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

Does Bidder agree? Click on **AH** here to enter text.
(Initials of Authorized Representative)

For Contracts Entered into After August 1, 2017, Under a Major Disaster or Emergency Declaration

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the participating agency, and the Winning Supplier acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.”

Does Bidder agree? Click on **AH** here to enter text.
(Initials of Authorized Representative)

19. Changes

FEMA recommends that all contracts include a changes clause that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may depend on the nature of the contract and the procured item(s) or service(s). The participating agency should also consult their servicing legal counsel to determine whether and how contract changes are permissible under applicable state, local, or tribal laws or regulations.

Does Bidder agree? [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

20. Use of DHS Seal, Logo, and Flags

The Winning Supplier shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

Does Bidder agree? [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

21. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

This is an acknowledgement that when FEMA financial assistance is used to fund all or a portion of the participating agency's contract with the Winning Supplier, the Winning Supplier will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

Does Bidder agree? [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

22. No Obligation by Federal Government

The federal government is not a party to this or any contract resulting from this or future procurements with the participating agencies and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Does Bidder agree? [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

23. Program Fraud and False or Fraudulent Statements or Related Acts

The Winning Supplier acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

Does Bidder agree? [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

24. Affirmative Socioeconomic Steps

If subcontracts are to be let, the Winning Supplier is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

Does Bidder agree? [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

8. License and Delivery of Works Subject to Copyright and Data Rights

The Winning Supplier grants to the participating agency, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Winning Supplier will identify such data and grant to the participating agency or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Winning Supplier will deliver to the participating agency data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the (insert name of the non-federal entity).

Does Bidder agree? AH

(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: **Andrew Hixson**
Company Name: **NorthStar Recover Services Inc.**
Mailing Address: **9111 Jollyville Road, Austin TX 78759**
Job Title: **President**

PROPOSAL FORM 16: ARIZONA CONTRACTOR REQUIREMENTS

Please answer the following question. If yes, please complete Proposal Form 15.

Does the awarded supplier intend to make their products and services available to public agencies in the State of Arizona?	<div><input checked="checked" type="checkbox"/> Yes</div> <div><input type="checkbox"/> No</div>
---	--

AZ Compliance with Federal and State Requirements

Contractor agrees when working on any federally assisted projects with more than \$2,000.00 in labor costs, to comply with all federal and state requirements, as well as Equal Opportunity Employment requirements and all other federal and state laws, statutes, etc. Contractor agrees to post wage rates at the work site and submit a copy of their payroll to the member for their files. Contractor must retain records for three years to allow the federal grantor agency access to these records, upon demand. Contractor also agrees to comply with the Arizona Executive Order 75-5, as amended by Executive Order 99-4.

When working on contracts funded with Federal Grant monies, contractor additionally agrees to comply with the administrative requirements for grants, and cooperative agreements to state, local and federally recognized Indian Tribal Governments.

AZ compliance with workforce requirements

Pursuant to ARS 41-4401, Contractor and subcontractor(s) warrant their compliance with all federal and state immigration laws and regulations that relate to their employees, and compliance with ARS 23-214 subsection A, which states, ..." every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program"

CCOG reserves the right to cancel or suspend the use of any contract for violations of immigration laws and regulations. CCOG and its members reserve the right to inspect the papers of any contractor or subcontract employee who works under this contract to ensure compliance with the warranty above.

AZ Contractor Employee Work Eligibility

By entering into this contract, contractor agrees and warrants compliance with A.R.S. 41-4401, A.R.S. 23-214, the Federal Immigration and Nationality Act (FINA), and all other Federal immigration laws and regulations. CCOG and/or CCOG members may request verification of compliance from any contractor or sub-contractor performing work under this contract. CCOG and CCOG members reserve the right to confirm compliance. In the event that CCOG or CCOG members suspect or find that any contractor or subcontractor is not in compliance, CCOG may pursue any and all remedies allowed by law, including but not limited to suspension of work, termination of contract, suspension and/or debarment of the contractor. All cost associated with any legal action will be the responsibility of the contractor.

AZ Non-Compliance

All federally assisted contracts to members that exceed \$10,000.00 may be terminated by the federal grantee for noncompliance by contractor. In projects that are not federally funded, Respondent must agree to meet any federal, state or local requirements as necessary. In addition, if compliance with the federal regulations increases the contract costs beyond the agreed upon costs in this solicitation, the additional costs may only apply to the portion of the work paid by the federal grantee.

Registered Sex Offender Restrictions (Arizona)

For work to be performed at an Arizona school, contractor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are present, or reasonably expected to be present. Contractor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the CCOG member's discretion. Contractor must identify

any additional costs associated with compliance to this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States.

Terrorism Country Divestments: In accordance with A.R.S. 35-392, CCOG and CCOG members are prohibited from purchasing from a company that is in violation of the Export Administration Act. By entering into the contract, contractor warrants compliance with the Export Administration Act.

The undersigned hereby accepts and agrees to comply with all statutory compliance and notice requirements listed in this document.

Does Bidder agree? **AH** [Click or tap here to enter text.](#)
(Initials of Authorized Representative)

Date: **06/22/2022** [Click or tap here to enter text.](#)

PROPOSAL FORM 17: NEW JERSEY REQUIREMENTS

Please answer the following question. If yes, please complete Proposal Form 15.

Does the awarded supplier intend to make their products and services available to public agencies in the State of New Jersey?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
---	--

In the event the Awarded Suppliers desires to pursue public sector opportunities in the State of New Jersey, it is important to understand the requirements for working with those public agencies. The documentation and information contain in this proposal form are intended to provide the respondent with documentation that would need to be completed so that the public agency is in compliance with local requirements for products and services through a cooperative contract.

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

- All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.
- Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.
- Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26
- Bid and Performance Security, as required by the applicable municipal or state statutes.

A. Ownership Disclosure Form (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the Respondent shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name:

Street:

City, State, Zip Code:

Complete as appropriate:

I, , certify that I am the sole owner of , that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I, , a partner in , do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I, , an authorized representative , a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name

Address

Interest

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Signature: _____

Date: [Click or tap here to enter text.](#)

B. Non-Collusion Affidavit

Bidder Name: Enter Bidder Name

Street Address: Enter Bidder Name

City, State Zip: Enter Bidder Name

State of New Jersey

County of **Insert County name**

*I, **Insert name here**, of the **Insert name of City** in the County of **Insert name of County**, State of **Insert name of State** of full age, being duly sworn according to law on my oath depose and say that:*

*I am the **Insert name of job title** of the firm of **Insert company name**, the Bidder making the Proposal for the goods, services or public work specified under the Harrison Township Board of Education attached proposal, and that I executed the said proposal with full authority to do so; that said Respondent has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said bid proposal and in this affidavit are true and correct, and made with full knowledge that the Harrison Township Board of Education relies upon the truth of the statements contained in said bid proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.*

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Authorized
signature:

Job Title:

Insert job title here.

Subscribed and sworn before me

this ____ day of _____, 20____

Notary Public of New Jersey

My commission expires _____, 20____

SEAL

C. Affirmative Action Affidavit (P.L. 1975, C.127)

Company Name: Click or tap here to enter text.
Street Address: Click or tap here to enter text.
City, State, Zip Code: Click or tap here to enter text.

Bid Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Suppliers must submit with proposal:

1. A photo copy of their Federal Letter of Affirmative Action Plan Approval
OR
2. A photo copy of their Certificate of Employee Information Report
OR
3. A complete Affirmative Action Employee Information Report (AA302)

Public Work – Over \$50,000 Total Project Cost:

☐ No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the Harrison Township Board of Education

☐ Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Authorized Signature: _____
Title of Signatory: Click or tap here to enter text.
Date: Click or tap here to enter text.

P.L. 1995, c. 127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer;

recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative

Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

D. C. 271 Political Contribution Disclosure Form

PUBLIC AGENCY INSTRUCTIONS

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions

on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information is available in Local Finance Notice 2006-1 (<https://www.nj.gov/dca/divisions/dlgs/resources/lfn2006.html>).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a) The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <https://www.state.nj.us/dca/divisions/dlgs/programs/pay2play.html> They will be updated from time-to-time as necessary.
 - b) A public agency using these forms **should edit them to properly reflect the correct legislative district(s).** As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c) Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d) The form may be used “as-is”, subject to edits as described herein.
 - e) The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f) The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency in the state of New Jersey that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

¹ N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Insert vendor name here.		
Address:	Insert street address here.		
City:	Insert City Here.	State:State.	Zip:Zip Code

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

_____	Insert Full Name	Insert Title.
Signature of Vendor	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

☐ Check here if the information is continued on subsequent page(s)

Continuation Page

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

Page ____ of ____

Vendor Name:

Contributor Name	Recipient Name	Date	Dollar Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
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Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount
Contributor Name	Recipient Name	Date	\$Amount

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED, CUSTOMIZABLE FORM.

E. Stockholder Disclosure Certification

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- ☐ Partnership
- ☐ Corporation
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Limited Liability Corporation
- ☐ Limited Liability Partnership
- ☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Stockholder Name	Name: Stockholder Name
Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name	Name: Stockholder Name

Home Address: Home Address	Home Address: Home Address
Name: Stockholder Name Home Address: Home Address	Name: Stockholder Name Home Address: Home Address
Subscribed and sworn before me this __ day of _____, 2 __. (Notary Public)	_____ (Affiant) _____ (Print name & title of affiant) My Commission expires: (Corporate Seal)

PROPOSAL FORM 18: GENERAL TERMS AND CONDITIONS ACCEPTANCE FORM

Check one of the following responses to the General Terms and Conditions in this solicitation, including the Master Agreement:

☒ We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☐ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

[Click or tap here to enter text.](#)

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. CCOG shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

PROPOSAL FORM 19: EQUALIS GROUP ADMINISTRATION AGREEMENT DECLARATION

Attachment A - Sample Administration Agreement of this solicitation is for reference only. Contracting with Equalis Group and the Winning Supplier will occur after contract award.

Execution of the Administration Agreement is required for the Master Agreement to be administered by Equalis Group. **Attachment A - Sample Administration Agreement** defines i) the roles and responsibilities of both parties relating to marketing and selling the Program to current and prospective Members, and ii) the financial terms between Equalis Group and Winning Supplier.

Redlined copies of this agreement should not be submitted with the response. Should a respondent be recommended for award, this agreement will be negotiated and executed between Equalis Group and the respondent. Respondents must select one of the following options for submitting their response.

☒ Bidder agrees to all terms and conditions outlined in the **Attachment A - Sample Administration Agreement**.

☐ Bidder wishes to negotiate directly with Equalis Group on terms and conditions outlined in the Sample Administration Agreement. Negotiations will commence after CCOG has completed contract award.

PROPOSAL FORM 20: 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 Northstar Recovery Services Inc.
Address 9111 Jollyville Rd Ste-165
City/State/Zip Austin, Texas 78728
Phone Number 512.605.6700
Email Address AHixson@northstar.com
Printed Name Andrew Hixson
Job Title President

Authorized Signature



Initial Term of the Master Agreement

Contract Effective Date: September 1, 2022
Contract Expiration Date: August 31, 2026
Contract Number: COG-2134C

{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: Scott A. Morgan
Scott A. Morgan (Jul 29, 2022 12:11 EDT)
Name: Scott A Morgan
As: CCOG Board President
Date: Jul 29, 2022

By: Eric Merkle
Name: Eric Merkle
As: SVP, Procurement & Operations
Date: Jul 29, 2022

Appendix B: Description of NorthStar Recovery Services

- **Introduction:** NorthStar Recovery Services is uniquely poised and positioned, on a national scale, to directly engage the full spectrum of emergency response contingencies as they relate to both structural compromise and facility infrastructure failure. NorthStar's organic *processes and procedures* are crafted to provide the full range of recovery, re-construction, and engineering services to support client operational resiliency in the most challenging environments.
- **Operating Stratagems:** NorthStar Recovery Services' model for its strategic objective of Nation-Wide client coverage is predicated upon its ability to provide the necessary resources at the right time, sufficient in scope with the emergent circumstance and consistent with its established rate schedule. In this context, NorthStar leadership has full control and authority over how those resources are allocated and triages those assets based upon client requirements and scope of work involved.

NorthStar Recovery Services, in conjunction and synchronized with NorthStar Group Holdings infrastructure and that of its strategic Partners, is imminently pre-positioned in every corner of the United States (and Puerto Rico) to effectively engage Clients's nation-wide portfolio. This configuration lends itself to two key operating attributes that serve as the "corner stone operating stratagems" centric to its industry leading performance:

- **Operational Flexibility.**
 - NorthStar's ability to quickly adapt to the demands of a fluid disaster environment
 - Scheme of maneuver dictated by NorthStar leadership in response to client requirements
 - Freedom of maneuver in multiple markets simultaneously
- **Tactical Agility**
 - NorthStar's ability to rapidly re-apportion critical resources and manpower to short/no-notice demand "signals."
- **Guiding Principles:** NorthStar's extensive operational experience, in the most challenging operational environments, has borne out the maxim that "*Everything in Disaster Recovery is Simple, however the Simple is complex...*". Concurrently, each Disaster Recovery/Emergency Response generates its own unique set of friction points and unknown variables. In turn, these circumstances place an inordinate pressure on individual stakeholders. The *Center of Gravity* of NorthStar Recovery Services' *Disaster Recovery and Emergency Response* programs is composed of three overarching principles that directly address these challenges:
 - **Partnership.** The development ***of trust, faith, and confidence*** within the NorthStar-Client relationship. NorthStar considers this intrinsic in its endeavors with its Clients and, as such, there is no monetary interest involved. The understanding of how each organization will respond, behave, and contribute to the resolution of complex and largely unknown circumstances. This is the attribute that will quickly overcome the *fog of disaster environment*. In turn, the strengthening of a Partnership is facilitated by frequent and on-going dialog with respect to inter-organizational priorities, expectations, and capabilities.
 - **Planning:** NorthStar's premise is that "*planning is everything.*" The planning process itself is key in not only strengthening a *Partnership*, but also establishing a cohesive framework

within which NorthStar and Clients will operate. NorthStar considers it essential that there exists symmetry and consistency with Clients such that each project, disaster recovery and support effort be executed consistently each time and to Clients's expectation. NorthStar's planning process with Clients will encompass the following:

- *Business Continuity Contingency Planning and Analysis*
 - NorthStar's fully certified Business Continuity Planning Team (Disaster Recovery Institute and Business Resilience Certification Consortium International) will work with Clients to assess its portfolio risk positions and the role of NorthStar operational capability to mitigate those risks. Elevating Clients Operational Resiliency as it relates to its portfolio of retail properties is the fundamental objective.
 - Pre- Loss Assessment (PLA) Survey and the compilation of PLA Compendium (PLAC).
 - Facility centric information and operational response data portfolio
 - Floor Plans/Site Plans
 - Power Generation Needs/requirements
 - Asbestos Containing Material Reports
 - Utility Locations
 - Infrastructure Positioning
 - HVAC and Heating parameters
 - Roofing System and Tensioned Membrane System reports
 - "War Gaming." Assessment of Clients and NorthStar contingency plans in the context of a probable scenario. While this is generally done as a Tabletop exercise, there are multiple options to conduct this exercise remotely and across broad geographic areas.
- *Standard Operating Procedures (SOP)*
 - The development of a discreet and "Clients Tailored" set of standard operating procedures is centric to ensuring that specific processes directed by Clients (e.g., work order authorization, commencement of work,) are executed uniformly by NorthStar in every circumstance and by every member of its nation-wide complement of Operations and Project Managers. SOPs are specifically designed to
 - Define discreet organization "chain of command" and Points of Contact for response reporting and updating.
 - POC Contact Data
 - "Engagement Parameters." Defining specific permissives required for NorthStar to begin allocating manpower and resources to an emergency request
- **Strategic Partnerships** : Centric to NorthStar Recovery Services "Strategic Reach" in its operational response portfolio has been the establishment of a robust portfolio of "Strategic Resource Partners" in every major market and geographic regions of the United States and Puerto Rico. NorthStar's Strategic Resource Partners are enduring and have withstood the challenges of every major disaster for the past decade. NorthStar, in turn, looks forward leveraging this network of resources providers in support of Client portfolio

operational requirements. Of note, NorthStar's Business Continuity Planning team, in conjunction with its Strategic Partner resource positioning, maintains an "up to the minute" graphical depiction of critical resource availability relative to the Clients Portfolio of retail properties. This planning process is further refined to denote **specifically** where exact resource assets are (e.g., 1M generator sets) for a specific CLIENTS site. The strength of NorthStar's "Strategic Partnership" brings with it direct value added to CLIENTS:

- Nationwide Reach
 - NorthStar can tap into a virtual in-exhaustible well of resources should local assets become sub-summed or non-accessible
- Complete Infrastructure Support Inventories
 - Power Generation
 - Chill Water
 - HVAC
 - Environmental Control Systems
 - Fueling Services for all Prime Movers
 - Mobile Office/Berthing complexes
- Engineering Services
 - Mechanical, Electrical and Structural
 - Design, layout
 - Scaffolding
 - Shoring/facility stabilization
- Security Services
 - Asset Protection
 - Fencing
 - Personnel and Staff Security

NorthStar Recovery Services Operational Overview in Support of CLIENTS: NorthStar Recovery Services' Operations Team encompasses the complete range of Certifications, Qualifications, Skill Sets and Training Requirements to address every facility demand signal. From restoration services, remediation/environmental capabilities and estimate to complete reconstruction/"put back," NorthStar is guided by a cadre of seasoned professionals who have "set the mark" for the industry at large in responding to the most catastrophic events over the past decade.

More fundamentally, NorthStar has engaged the most complex projects with a "Discipline of Safety" that is second to none in the industry. NorthStar Recovery Services has established a culture whereby Safety is the common element that transcends all disciplines, organizations and priorities. From the reconstruction of manufacturing facilities to the environmental stabilization of 30 story office towers, NorthStar has exacted an unsurpassed level of safety compliance and member well-being. This has been particularly poignant during the current COVID pandemic environment whereby NorthStar has exacted strict compliant procedures to ensure that all CDC standards are met. The health and well being of NorthStar's employees and Partners are at the core of every one of its projects.

A Fundamental element of Project Management and Reporting that has distinguished NorthStar's Operations Management processes is the "Speed and Clarity" of Information.

It is clearly recognized that information sharing between Partners (NorthStar Recovery Services and Clients) is centric to understanding both project cost implications and key project milestone points that have a direct implication for operational impact (from the client's perspective). NorthStar Recovery Services Project Management Teams employ two cutting edge information management systems that will provide value to Clients's decision-making processes, are scalable to the project and sustainable over the life of the project. Of specific note, these platforms are **Fully FEMA Compliant in terms of specific requirements to document, audit and invoice (based upon approved Rate Schedules).**

- **ViewPoint Team.**

- A cloud-based platform designed to enhance collaboration with NorthStar and CLIENTS
- Connects Field Operations with speed and clarity to “back office” applications. Key accelerant for the accurate and timely generation of invoices.
- Exacts discipline and leverage in managing “third party” information requirements
- ***Direct sharing with CLIENTS and access to view***
 - Initial Scopes of Work on each project
 - Rough Orders of Magnitude defining cost estimates per project
 - Daily Updates on each project
 - Invoices
 - Includes all Supporting Documents
 - Photo Log Documentation

- **Encircle**

- A cloud- based platform designed to discipline and simplify project management field documentation
- Supplants the “pen, paper, copier” process for generating key field documents
 - Accuracy in Reporting
 - Time Sheets
 - Material and Equipment Sheets
- Generation of automated reports
 - Can generate “instant reports” as necessitated by client request
- Key functionality
 - Safe and Secure connections to the back office
 - Photo, Video and Notes storage
 - Maintaining of “daily photo log...”
 - Moisture Mapping and Generated reports
 - Contents tracking

Appendix C: NorthStar Recovery Services History

NorthStar Recovery Services performed its core functions as an Emergency Response company for the past 15 years. As such, it traces its origins as an anecdotal disaster recovery division of the former LVI Services Company (now NorthStar Group Holdings). What began as a concept in being as a vehicle for LVI to engage in disaster response processes found its voice in response to Hurricane Katrina in 2005. So much so that in 2008, this small disaster response division was finally given its own form and substance as “NorthStar Recovery Services.” The emerging disaster recovery company was aptly named, too.

For centuries, mariners at sea depended upon the North Star as a navigational reference point to lead them to safety. Similarly, NorthStar Recovery Services helps lead our clients to full recovery from the chaos of a disaster.

Originally headquartered in Dallas, Texas, NorthStar Recovery Services quickly synthesized a distinctive disaster recovery protocol that was industry unique and groundbreaking at the time. Those emergency response processes were put to the test in both 2008 and 2009 with overwhelming successes in hurricanes Ike and Gustav. Over those two years, NorthStar Recovery Services doubled in size and quickly outgrew the facility in Dallas.

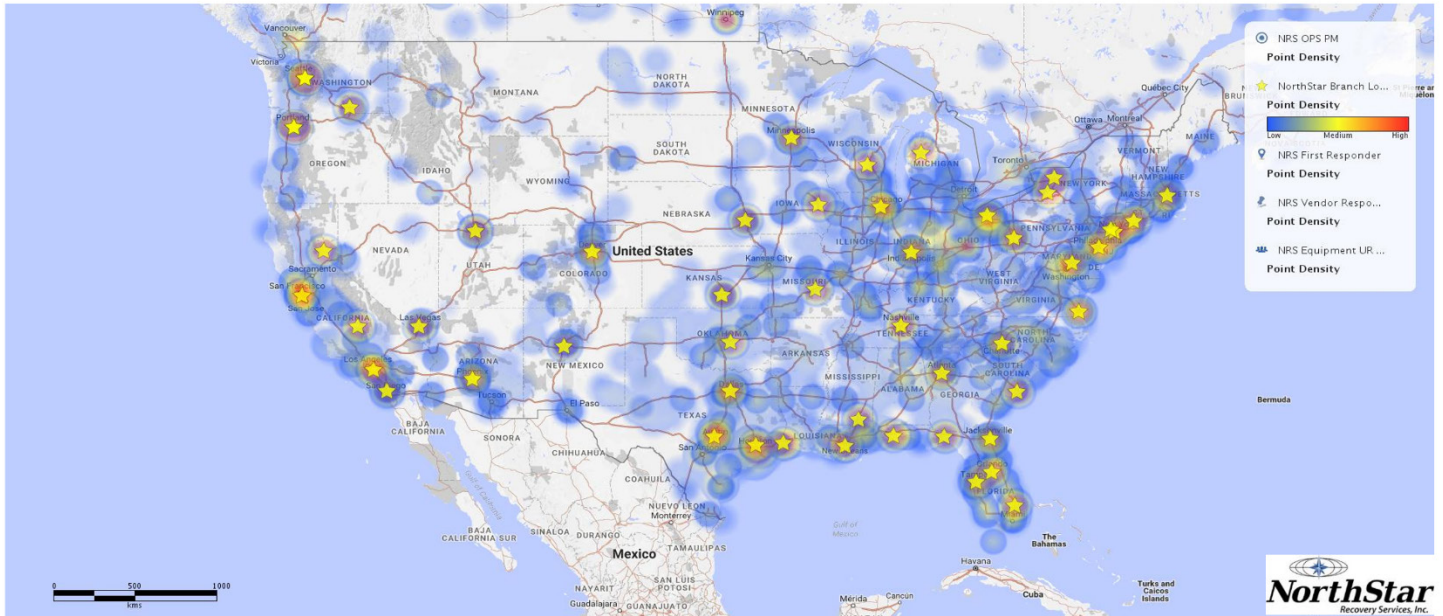
Relocating to Akron, Ohio, NorthStar Recovery Services (NRS) continued to evolve and develop its disaster recovery and emergency response service offerings. In so doing, it designed and implemented a unique client-specific process based on *Master Service Agreements*. This process ensures both NRS continuity of service excellence to its growing client base as well as a disciplined approach in addressing NorthStar Recovery Services-Client interactions on each project. Moreover, this approach significantly expanded the window of opportunity for NorthStar Recovery Services in multiple market segments.

NorthStar Recovery Services firmly established itself as the nation’s premier disaster recovery company following award-winning service to its clients in the aftermath of Hurricane Sandy in 2012. With over 200 individual projects engaged in New York City alone, NorthStar Recovery Services clients were the “first with the lights on and facilities cleared for occupancy.” From key Water Street brokerage companies to regional healthcare facilities, NorthStar Recovery Services responded to each client with the objective of not only getting them back into business but keeping them there for the long term.

In early 2014, NorthStar combined with NCM Group forming NorthStar Group Services. This merger allowed for immediate revenue growth and further expansion into the northwest, southwest and southeast United States. Following the merger with NCM in 2014, the NorthStar Recovery Services branch subsequently relocated to Austin, TX in order to better serve clients throughout the United States. Since the move, NRS has experienced unprecedented growth in its client base and a concomitant expansion of its Project Management staff, equipment inventory, forward deployed infrastructure and strategic partnerships.

Appendix D: NorthStar Recovery Services National Response Capability

NorthStar Recovery Services: National Reach



The depiction above provides a graphic representation of NorthStar Recovery Services National

Reach. It depicts the following:

- “Yellow Stars”: Depict NorthStar Group Holding Locations (NorthStar Recovery Services asset resources)
- The Blue shaded areas depict intended “2 Hour Emergency Response Arcs” from which NorthStar Recovery Services Project Coordinators, Project Managers, Supervisory Personnel and Strategic Partners can provide immediate service.



Premier Response: A progression to readiness.

Northstar has over 37 years of experience providing emergency preparedness and remediation services in retail, education, healthcare, manufacturing, hospitality and industrial environments.

ADVANTAGES

- No-cost, no-risk priority response
- No retainer
- Top-quality training certifications
- Pre-negotiated pricing plans
- Up-to-the-minute weather updates
- Industry-leading Pre-loss Assessment Program
- Dedicated Account Manager
- Dedicated Operations Manager
- Unique spatial & exposure mapping platform
- Internal UAV and 3D camera services

“One contract and you leverage
the power of all of Northstar!”



★ **WORLD'S LARGEST DEMOLITION & ENVIRONMENTAL REMEDIATION COMPANY**

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Final Audit Report

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