

AMENDMENT NO.1
CONTRACT NO. Y22-140, CONTRACTOR OF RECORD FOR THE OFFICE OF
EMERGENCY MANAGEMENT

EFFECTIVE DATE: March 7, 2024

By mutual agreement, the subject contract is changed as follows:

1. ADDITIONS

The subcontractors below are added to this contract:

- RLKing Training, LLC.
- Advanced Planning Consultants

All other terms, conditions and prices remain unchanged.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates below:

IEM INTERNATIONAL, INC.

BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA

By: DocuSigned by:

964FBB635BAD47E...


Melisa Vergara, CPPB

Print Name: Keith Reynolds

Contracting Agent

Title: Manager, Contract Administration

Procurement Division

Date: 3/7/2024

Date: 3/7/24

SCHEDULE OF SUBCONTRACTING AND AFFIDAVIT OF COMPLIANCE WITH 2 CFR §200.321 REQUIREMENTS
(OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS)
Y22-140-MV

I, Keith Reynolds, in my capacity as Manager, Contract Administration, am authorized to sign on behalf of, and fully bind,
 (First and Last Name) (Company Title/Position)

IEM International, Inc. (the "Prime Contractor"). Accordingly, on behalf of the Prime Contractor, I swear to, and affirm the following:
 (Company Name)

- ✓ Qualified small and minority businesses, and women's business enterprises were, and will continue to be, placed on all of the Prime Contractor's solicitation lists.
- ✓ The Prime Contractor solicited, and will continue to solicit, small and minority businesses, and women's business enterprises, when they were/are potential sources.
- ✓ Based on the Prime Contractor's experience and expertise, the total requirements of the project were, and will continue to be, divided when economically feasible into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
- ✓ The Prime Contractor has and/or will establish delivery schedules that will encourage participation of small and minority business, and women's business enterprises.
- ✓ The Prime Contractor has and/or will use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- ✓ I understand that failure to present documentation validating compliance upon request of the County may result in this proposal being deemed non-responsive.
- ✓ I understand that, should the Prime Contractor be the awarded the contract that this affidavit will continue to be considered binding for the duration of the project.

Name of Subcontractor <i>(attach additional pages as necessary)</i>	Address	Type of Work to be Performed	Percent and dollar amount of Contract Amount to be Subcontracted
RLKing Training, LLC.	3696 Beautyberry Way, Clermont, FL34714	Training	\$30,000.00 *Unable to determine percentage as we do not know the total amount of contract
Advanced Planning Consultants	118 Bears Circle, Longwood Florida 32750	Planning Exercise and Facilitation	\$50,000.00 *Unable to determine percentage as we do not know the total amount of contract

I understand that false statements on this Affidavit of Compliance may result in criminal prosecution for a felony of the third degree as provide for in §92.525(3), Florida Statutes.

NOTE: SMALL AND MINORITY-OWNED, WOMEN-OWNED BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS SHALL NOT BE EXEMPT FROM COMPLYING WITH THE AFFIRMATIVE STEPS OUTLINED IN 2 CFR §200.321 (OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS) FOR SUB-CONTRACTING.

SCHEDULE OF SUBCONTRACTING AND AFFIDAVIT OF COMPLIANCE WITH 2 CFR §200.321 REQUIREMENTS
OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES FUNDS
Y22-140-MV

Keith Reynolds
SIGNATURE

Keith Reynolds
PRINTED NAME

Manager, Contract Administration
OFFICIAL TITLE

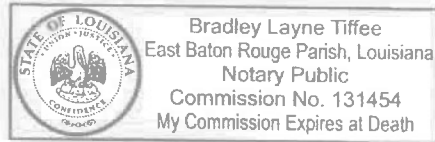
1/31/2024
DATE

STATE OF LOUISIANA)
) ss:
PARISH OF EAST BATON ROUGE

The foregoing instrument was acknowledged before me by means of physical presence, or online notarization, this 31 day of January, 2024, by Keith Reynolds [NAME OF PERSON], as Manager, Contract Administration [TYPE OF AUTHORITY,... c.g. officer, trustee, etc.]] for IEM International, Inc. [NAME OF PARTY ON BEHALF OF WHOM INSTRUMENT WAS EXECUTED].

Personally Known: OR
 Produced Identification. Type of identification produced:
[CHECK APPLICABLE BOX TO SATISFY IDENTIFICATION REQUIREMENT OF FLA. STAT. §117.05]

Bradley L. Tiffie
Notary Public
My Commission Expires: death



(Printed, typed or stamped commissioned name of Notary Public)

IEM International, Inc.
and
ORANGE COUNTY, FLORIDA

AGREEMENT
related to
CHANGE OF NAME

This agreement is made and entered into this 16th day of January, 2024 by and between IEM International, Inc. ("Contractor"), a corporation duly organized and existing under the laws of Delaware, and Orange County, a charter county and political subdivision of the State of Florida ("County").

(Insert date when change of name became effective under applicable State law).

WITNESSETH:

WHEREAS, the County has entered into certain contracts and purchase orders with the Innovative Emergency Management, Inc., namely **Y22-140-MV (Professional/Consultation Services Contractor of Record of Office of Emergency Management)**; and

WHEREAS, the term "Contracts," as used in this agreement, means the above referenced contracts and purchase orders and all other contracts and purchase orders, including all modifications, made by the County and the Contractor before the effective date of this agreement (whether or not performance and payment have been completed and releases executed if the County or the contractor has any remaining rights, duties, or obligations under these contracts and purchase orders); and

WHEREAS, Innovative Emergency Management, Inc., by an amendment to its certificate of incorporation, dated January 16, 2024, has changed its corporate name to IEM International, Inc.; and

WHEREAS, this amendment accomplishes a change of corporate name only and all rights and obligations of the County and the Contractor under the Contracts are unaffected by this change; and

WHEREAS, The documentary evidence of this change of corporate name has been filed with the County.

NOW, THEREFORE, in consideration of the promises contained herein and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Authority agree as follows:

1. The Contracts are hereby amended by substituting the name “Innovative Emergency Management, Inc.” for the name “IEM International, Inc.” wherever it appears in the Contracts; and

2. Except as herein modified or amended, the provision, conditions and terms of the Contracts shall remain unchanged and in full force and effect.

3. In the case of any inconsistency between a provision of the Contracts and this agreement, the provision of this agreement shall govern and control.

IN WITNESS WHEREOF, the duly authorized officers of the parties hereto have executed this agreement, effective on the date first above written.

ORANGE COUNTY, FLORIDA

By: Board of County Commissioners


By: 

**Carrie Mathes, MPA, CFCM, CPPO,
C.P.M., CPPB, APP**

Title: **Manager, Procurement Division**

Date: 2.27.2024

IEM International, Inc.


By: 
964FBB635BAD47E...

Title: Keith Reynolds

Date: February 5, 2024

CERTIFICATE

I, Bradley Layne Tiffie, certify that I am the Assistant Secretary of IEM International, Inc.; that Keith Reynolds, who signed this agreement for the corporation, was then Manager, Contract Administration, of this corporation: and that this agreement was duly signed for and on behalf of this corporation by authority of its governing body and within the scope of its corporate powers. Witness my hand and the seal of this corporation this 5th day of February of 2024.

By  _____
DocuSigned by:
76F9874E260741A...

(Corporate Seal)



CONTRACT # Y22-140-MV

This Contract is made as of the 15th day of October, 2023 by and between Orange County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the COUNTY, and Innovative Emergency Management, Inc., a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. number is 72-1045884. This contract is subject to change based on guidance from the Federal funding source.

In consideration of the mutual promises contained herein, the COUNTY and the CONTRACTOR agree as follows:

ARTICLE 1 **SERVICES**

The CONTRACTOR'S responsibility under this Contract is to provide professional/consultation services in the area of Contractor of Record for the Office of Emergency Management, as more specifically set forth in the Scope of Services detailed in Exhibit "A".

The COUNTY'S representative/liaison during the performance of this Contract shall be Lauraleigh Avery, telephone no. (407) 836-9151, email address Lauraleigh.Avery@ocfl.net.

ARTICLE 2 **SCHEDULE**

The CONTRACTOR shall commence services on February 13, 2024 and complete all services by February 12, 2025.

Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

This contract may be renewed, for three (3) additional one (1) year periods upon mutual written agreement of the parties at the same prices, terms and conditions. Any change in price, terms or conditions shall be accomplished by written amendment to this contract.

Any order issued during the effective date of this contract, but not completed within that period, shall be completed by the CONTRACTOR within the time specified in the order. The contract shall govern the CONTRACTOR and the COUNTY'S rights and obligations with respect to the extent as if the order were completed during the contract's performance period.

ARTICLE 3 **PAYMENTS TO CONTRACTOR**

A. The total amount to be paid by the COUNTY under this Contract for the base period, shall not exceed Three Hundred, Seven Thousand Five Hundred Dollars (\$307,500). The CONTRACTOR will notify the COUNTY, in writing, when 90% of the estimated contract amount has been reached. The CONTRACTOR will bill the COUNTY on a monthly basis, or as otherwise provided, at the amounts set forth in Exhibit "B" for services rendered toward the completion of the Scope of Services. Where incremental billing for partially completed items is permitted, the total incremental billings shall not exceed the percentage of estimated completion as of the billing date.

B. Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the initiating County Department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. Invoices will be paid in accordance with the State of Florida Local Government Prompt

Payment Act.

A valid invoice shall include the following:

1. Reference to the Delivery Order/ Purchase Order Number
2. Delivery Dates/ Service Dates
3. Itemization of Goods Delivered/ Services Rendered
4. Unit Prices in accordance with Exhibit "B"
5. Invoice number
6. Contract number

C. Final Invoice: In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the COUNTY. This certifies that all services have been properly performed and all charges and costs have been invoiced to Orange County. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR.

ARTICLE 4 REQUIREMENTS CONTRACT

This is a Requirements Contract and the COUNTY shall order from the CONTRACTOR all of the supplies and/or services specified in the contract's price schedule that are required to be purchased by the COUNTY. If the COUNTY urgently requires delivery of goods or services before the earliest date that delivery may be required under this contract, and if the CONTRACTOR will not accept an order providing for accelerated delivery, the COUNTY may acquire the goods or services from another source.

Except as this contract may otherwise provide, if the COUNTY'S requirements do not result in orders in the quantities described as "estimated" in the contract's price schedule, that fact shall not constitute the basis for an equitable adjustment.

ARTICLE 5 INSURANCE REQUIREMENTS

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$500,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.
- Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$500,000 (five hundred thousand dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$100,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent
- Professional Liability- with a limit of not less than \$1,000,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Florida.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County, Florida
c/o Risk Management Division
201 S. Rosalind Avenue
Orlando, Florida 32801

ARTICLE 6 INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the COUNTY, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the CONTRACTOR or its subcontractors (if any), anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the COUNTY.

ARTICLE 7 FEDERAL AND STATE TAX

The COUNTY is exempt from payment of Florida State Sales and Use Taxes. The COUNTY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the COUNTY, nor is the CONTRACTOR authorized to use the COUNTY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employee FICA and Social Security benefits with respect to this Contract.

ARTICLE 8 AVAILABILITY OF FUNDS

The COUNTY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners, or other specified funding source for this procurement.

ARTICLE 9 CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes 112.311. The CONTRACTOR further represents that no person having any interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the COUNTY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the COUNTY as to whether the association, interest or circumstance would, in the opinion of the COUNTY, constitute a conflict of interest if entered into by the CONTRACTOR. The COUNTY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of the notification by the CONTRACTOR. If, in the opinion of the COUNTY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the COUNTY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the COUNTY by the CONTRACTOR under the terms of this Contract.

ARTICLE 10 TERMINATION

A. Termination for Default:

The COUNTY may, by written notice to the CONTRACTOR, terminate this contract for default in whole or in part (delivery orders, if applicable) if the CONTRACTOR fails to:

1. Provide products or services that comply with the specifications herein or fails to meet the COUNTY'S performance standards
2. Deliver the supplies or to perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

Prior to termination for default, the COUNTY will provide adequate written notice to the CONTRACTOR through the Manager, Procurement, affording them the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension

or debarment of the CONTRACTOR in accordance with the County's Procurement Ordinance. The CONTRACTOR and its sureties (if any) shall be liable for any damage to the COUNTY resulting from the CONTRACTOR's default of the contract. This liability includes any increased costs incurred by the COUNTY in completing contract performance.

In the event of termination by the COUNTY for any cause, the CONTRACTOR will have, in no event, any claim against the COUNTY for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the COUNTY the CONTRACTOR shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the COUNTY.
4. Continue and complete all parts of that work that have not been terminated.

Neither CONTRACTOR nor COUNTY shall be liable, nor may cancel this contract for default, when delays arise out of causes beyond the control of CONTRACTOR or COUNTY. Such causes may include but are not restricted to acts of God, acts of COUNTY in sovereign capacity, fires, floods, lightning strikes, epidemics, quarantine restrictions, strikes, freight embargoes, wars, civil disturbances, work stoppage, power failures, laws, regulations, ordinances, acts or orders of any governmental agency or official thereof, and unusually severe weather. In every case, the delay must be beyond the control of the claiming party. If CONTRACTOR is delayed in its performance as a result of the above causes, COUNTY, shall upon written request of CONTRACTOR, agree to equitably adjust the provisions of this contract, including price and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit COUNTY'S right to terminate for convenience.

B. Termination for Convenience

The COUNTY, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the COUNTY shall be liable only for goods or services delivered and accepted. The COUNTY Notice of Termination shall provide the CONTRACTOR thirty (30) days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

ARTICLE 11 FORCE MAJEURE - EMERGENCY RESPONSE CONTRACTS

1. The Contractor shall not be held responsible for any delay and/or failure in performance of any part of this contract to the extent such delay or failure is caused by explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond the Contractor's control so long as the Contractor's delay is not caused by the Contractor's own fault or negligence. That notwithstanding, the Contractor shall notify the County in writing within seventy-two (72) hours after the beginning of any such cause that would affect its performance hereunder and the County reserves the right the request additional information that supports the validity of the Contractor's Force Majeure claim. Failure to notify the County

in a timely manner of any claim of Force Majeure made pursuant to this section is cause for termination of this contract.

2. If the Contractor's performance is delayed pursuant to this section for a period exceeding seven (7) calendar days from the date the County receives the required Force Majeure notice, the County shall have the right to terminate this contract thereafter and shall only be liable to the Contractor for any work performed and validated (if required for payment hereunder) prior to the date of the County's contract termination.
3. **As the nature of this contract relates to emergency and/or natural disaster response (including, but not limited to, hurricanes), the Contractor is expected, as part of the Contractor's obligations hereunder, to be mobilized and prepared to perform immediately after a natural disaster emergency and/or event. As a result, delays and/or failures in performance on the Contractor's part that are in any way related to natural disaster conditions (ie: fuel shortages, airport closures, lodging shortages, etc.) shall not be considered valid claims of Force Majeure under this section.**
4. If the Contractor's performance is delayed pursuant to this section, the County may, upon written request of the Contractor, agree to equitably adjust the provisions of this contract, including price, performance, and delivery, as may be affected by such delay. However, this provision shall not be interpreted to limit the County's right to terminate for convenience.

ARTICLE 12 PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the COUNTY.

All of the services required hereafter shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the COUNTY'S representative and written approval must be granted by the COUNTY before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field. The COUNTY may require, in writing, that the CONTRACTOR remove from this contract any employee the COUNTY deems incompetent, careless, or otherwise objectionable.

ARTICLE 13 TRUTH IN NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall act as the execution of the truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the COUNTY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to outside Contractors. The COUNTY shall exercise its right under this "Certificate" within one (1) year following final payment.

ARTICLE 14 ARREARS

The CONTRACTOR shall not pledge the COUNTY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 15 DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the COUNTY for approval and acceptance, and before being eligible for final payment or any amounts due, all documents and materials prepared by and for the COUNTY under this Contract.

All oral and written information not in the public domain or not previously known, and all information and data obtained, developed or supplied by the COUNTY, or at its expense, will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the COUNTY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the COUNTY'S expense shall be and remain the COUNTY'S property and may be reproduced at the discretion of the COUNTY.

The COUNTY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 16 INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.

The CONTRACTOR does not have the power or authority to bind the COUNTY in any promise, agreement or representation other than as specifically provided for in this Agreement.

ARTICLE 17 CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retrained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 18 **ACCESS AND AUDITS**

The CONTRACTOR shall establish and maintain a reasonable accounting system, which enables ready identification of CONTRACTOR'S cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the goods for at least five (5) years after completion of this contract. The COUNTY or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the CONTRACTOR or its sub-Contractors as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the CONTRACTOR'S place of business. This right to audit shall include the CONTRACTOR'S sub-Contractors used to procure goods or services under the contract with the COUNTY. CONTRACTOR shall ensure the COUNTY has these same rights with sub-Contractor(s) and suppliers.

ARTICLE 19 **EQUAL OPPORTUNITY**

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the CONTRACTOR shall abide by the following provisions:

- A. The CONTRACTOR shall represent that the CONTRACTOR has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The CONTRACTOR shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.
- C. The provisions of the prime contract shall be incorporate by the CONTRACTOR into the contracts of any applicable subcontractors.

ARTICLE 20 **SCRUTINIZED COMPANIES**

- A. By executing this Agreement, the Contractor certifies that it is eligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes.
- B. Specifically, by executing this Agreement, the Contractor certifies that it is **not** on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.
- C. Additionally, if this Agreement is for an amount of one million dollars (\$1,000,000) or more, by executing this Agreement, the Contractor certifies that it is **not**:
 - 1. On the "Scrutinized Companies with Activities in Sudan List" or the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List," created pursuant to Section 215.473, Florida Statutes; and/or
 - 2. Engaged in business operations in Cuba or Syria.

- D. The County reserves the right to terminate this Agreement immediately should the Contractor be found to:
1. Have falsified its certification of eligibility to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statutes; and/or
 2. Have become ineligible to bid on, submit a proposal for, or enter into or renew a contract with the County for goods or services pursuant to Section 287.135, Florida Statute subsequent to entering into this Agreement with the County.
- E. If this Agreement is terminated by the County as provided in subparagraph 4(a) above, the County reserves the right to pursue any and all available legal remedies against the Contractor, including but not limited to the remedies as described in Section 287.135, Florida Statutes.
- F. If this Agreement is terminated by the County as provided in subparagraph 4(b) above, the Contractor shall be paid only for the funding-applicable work completed as of the date of the County's termination.
- G. Unless explicitly stated in this Section, no other damages, fees, and/or costs may be assessed against the County for its termination of the Agreement pursuant to this Section.

ARTICLE 21 MODIFICATIONS OF WORK

The COUNTY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the COUNTY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by COUNTY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the COUNTY of any estimated change in the completion date, and (3) advise the COUNTY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the COUNTY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the COUNTY'S decision to proceed with the change.

If the COUNTY elects to make the change, the COUNTY shall issue a Contract Amendment or Change Order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 22 CONTRACT CLAIMS

"Claim" as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor/Contractor against the County relating to a particular contract shall be submitted to the Procurement Manager in writing clearly labeled "Contract Claim" requesting a final decision. The Contractor also shall provide with the claim a certification as follows: "I certify that the claim is made in good faith;

that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor/Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor/Contractor.”

Failure to document a claim in this manner shall render the claim null and void. Moreover, no claim shall be accepted after final payment of the contract.

The decision of the Procurement Manager shall be issued in writing and shall be furnished to the Contractor/Contractor. The decision shall state the reasons for the decision reached. The Procurement Manager shall render the final decision within sixty (60) days after receipt of Contractor's/Contractor's written request for a final decision. The Procurement Manager's decision shall be final and conclusive.

The Contractor/Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager of Procurement.

ARTICLE 23 TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to contractors and their personnel during contract performance on county-owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

ARTICLE 24 VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of (a) all persons employed during the contract term by the contractor to perform employment duties within Florida and (b) all persons, including subcontractors, assigned by the contractor to perform work pursuant to the contract with Orange County. Please refer to USCIS.gov for more information on this process.

Only those employees determined eligible to work within the United States shall be employed under the contract.

Therefore, by submission of a bid or proposal in response to this solicitation, the contractor confirms that all employees in the above categories will undergo e-verification before placement on this contract. The contractor further confirms his commitment to comply with this requirement by completing the E- Verification certification.

ARTICLE 25 LAWS AND REGULATIONS

All applicable Federal and State laws, municipal and County ordinances shall apply to the solicitation and Contract.

ARTICLE 26 PRICE ESCALATION/DE-ESCALATION (CPI)

The County may allow a price escalation provision within this award. The original contract prices shall be firm for an initial 1-year period. A price escalation/de-escalation will be considered at annual intervals thereafter, provided the Contractor notifies the County, in writing, of the pending price escalation/de-escalation a minimum of sixty (60) days prior to the contract renewal date. Price adjustments shall be based on the latest version of the Consumers Price Index (CPI-U) for

All Urban Consumers, All Items, U.S. City Average, non-seasonal, as published by the U.S. Department of Labor, Bureau of Labor Statistics. This information is available at www.bls.gov.

Price adjustment shall be calculated by applying the simple percentage model to the CPI data. This method is defined as subtracting the base period index value (at the time of initial award) from the index value at time of calculation (latest version of the CPI published as of the date of request for price adjustment), divided by the base period index value to identify percentage of change, then multiplying the percentage of change by 100 to identify the percentage change. Formula is as follows:

$$\text{Current Index} - \text{Base Index} / \text{Base Index} = \% \text{ of Change}$$

$$\% \text{ of Change} \times 100 = \text{Percentage Change}$$

CPI-U Calculation Example:

CPI for current period	232.945
Less CPI for base period	229.815
Equals index point change	3.130
Divided by base period CPI	229.815
Equals	0.0136
Result multiplied by 100	0.0136 x 100
Equals percent change	1.4%

A price increase may be requested only at each time interval specified above, using the methodology outlined in this section. To request a price increase, Contractor shall submit a letter stating the percentage amount of the requested increase and adjusted price to the Orange County Procurement Division. The letter shall include the complete calculation utilizing the formula above, and a copy of the CPI-U index table used in the calculation. The maximum allowable increase shall not exceed 4%, unless authorized by the Manager, Procurement Division. All price adjustments must be accepted by the Manager, Procurement Division and shall be memorialized by written amendment to this contract. No retroactive contract price adjustments will be allowed.

Should the CPI-U for All Urban Consumers, All Items, U.S City Average, as published by the U.S. Department of Labor, Bureau of Labor Statistics decrease during the term of the contract, or any renewals, the Contractor shall notify the Orange County Procurement Division of price decreases in the method outlined above. If approved, the price adjustment shall become effective on the contract renewal date. If the Contractor fails to pass the decrease on to the County, the County reserves the right to place the Contractor in default, cancel the award, and remove the Contractor from the County Vendor List for a period of time deemed suitable by the County. In the event of this occurrence, the County further reserves the right to utilize any options as stated herein.

ARTICLE 27 DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

By executing this contract Respondent affirms that it is in compliance with the requirements of 2 C.F.R. Part 180 and that neither it, its principals, nor its subcontractors are presently debarred,

suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

ARTICLE 28 **SUB-CONTRACTING AND COMPLIANCE WITH 2 CFR §200.321
(OR 45 C.F.R. §75.330 FOR HEALTH AND HUMAN SERVICES
FUNDS)**

If the CONTRACTOR wishes to engage in sub-contracting, pursuant to this Acknowledgment, the CONTRACTOR understands that it must first: (1) get written permission from the COUNTY'S Procurement Manager or their designee to enter into such a subcontract; and (2) execute an affidavit stating that the CONTRACTOR took the "Five Affirmative Steps" regarding Small and Minority Business Enterprise, Women Business Enterprises, and Labor Surplus Area Firms as required by the Federal Government in the solicitation and selection of such subcontractor. **Engaging in sub-contracting, pursuant to this Acknowledgment without complying with both of these requirements is strictly prohibited.**

Small and minority-owned, women-owned business enterprises, and labor surplus area firms shall not be exempt from complying with the "affirmative steps" outlined in 2 CFR §200.321 (or 45 C.F.R. §75.330 for Health and Human Services funds) when sub-contracting.

ARTICLE 29 **FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY
COMPLAINTS.**

By executing this contract the Respondent affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

ARTICLE 30 **BUSINESS ASSOCIATE AGREEMENT**

The Business Associate Agreement attached hereto shall govern all matters necessary to enforce the provisions of the HIPAA Privacy and Security Rules 45 CFR Parts 160, 162, and 164 as applicable to this contract.

ARTICLE 31 **ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

- A. The contractor agrees to provide Orange County, the State of Florida, the Federal Emergency Management Agency (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.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

ARTICLE 32 **DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO,
AND FLAGS**

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

ARTICLE 33 **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

ARTICLE 34 **NO OBLIGATION BY FEDERAL GOVERNMENT**

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

ARTICLE 35 **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

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

ARTICLE 36 **CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS**

It is hereby made a part of this contract that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Orange County shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to rent/sell/lease all goods and services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all goods or services required during an emergency situation. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

ARTICLE 37 **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)**

- A. This Agreement and employees working on this Agreement will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- B. The Subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- C. The Subrecipient shall insert the substance of this clause, including this paragraph, in all subcontracts that exceed thirty-five thousand dollars (\$35,000) in value.

ARTICLE 38 **ENFORCEMENT COSTS**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees incurred in connection with this Agreement and any litigation that arises either directly, or indirectly.

ARTICLE 39 JURY WAIVER

Each party hereto hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in any legal proceeding directly or indirectly arising out of or relating to this agreement.

ARTICLE 40 GOVERNING LAW AND VENUE

Any and all legal actions associated with this contract will be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be in the Ninth Circuit Court in and for Orange County, Florida. Should any federal claims arise for which the courts of the State of Florida lack jurisdiction, venue for those actions will be in the Orlando Division of the U.S. Middle District of Florida.

ARTICLE 41 NO REPRESENTATIONS

Each party represents that they have had the opportunity to consult with an attorney, and have carefully read and understand the scope and effect of the provisions of this Agreement. Neither party has relied upon any representations or statements made by the other party hereto which are not specifically set forth in this Agreement.

ARTICLE 42 AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to, conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the COUNTY upon request.

ARTICLE 43 SEVERABILITY

The provisions of this Agreement are declared by the parties to be severable. However, the material provisions of this Agreement are dependent upon one another, and such interdependencies a material inducement for the parties to enter into this Agreement. Therefore, should any material term, provision, covenant or condition of this Agreement be held invalid or unenforceable by a court of competent jurisdiction, the party protected or benefited by such term, provision, covenant, or condition may demand that the parties negotiate such reasonable alternate contract language or provisions as may be necessary either to restore the protected or benefited party to its previous position or otherwise mitigate the loss of protection or benefit resulting from holding.

ARTICLE 44 SUCCESSORS AND ASSIGNS

The COUNTY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the COUNTY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the CONTRACTOR.

ARTICLE 45 REMEDIES

This Contract shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Circuit Court in and for Orange County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or at equity or by statute or otherwise. No single or

partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 46 ENTIRETY OF CONTRACTUAL AGREEMENT

The COUNTY and the CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, deleted, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 47 NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

CARRIE MATHES, MANAGER
ORANGE COUNTY PROCUREMENT
400 E. SOUTH STREET
ORLANDO, FL 32801

and if sent to the CONTRACTOR shall be mailed to:

KEITH REYNOLDS, MANAGER
INNOVATIVE EMERGENCY MANAGEMENT, INC.
2801 SLATER ROAD, SUITE 200
MORRISVILLE, NC 27560

IN WITNESS WHEREOF, the Board of County Commissioners of Orange County, Florida has made and executed this Contract on behalf of the COUNTY and CONTRACTOR has hereunto set its hand the day and year above written.

CONTRACTOR:

Innovative Emergency Management, Inc.

Company Name

DocuSigned by:



964FBB635BAD47E...

Signature

Keith Reynolds

Typed Name

Manager of Contract Administration

Title

11/2/2023

Date

ORANGE COUNTY, FLORIDA:



Carrie Mathes, MPA, CFCM, OPPO, C.P.M.,
Procurement Division Manager

11/7/23

Date

Z. Millan,
Asst. Mgr.

SCOPE OF SERVICES**I. Purpose**

The Contractor shall serve as a Contractor of Record (COR) to the Office of Emergency Management (OEM) on an “as needed basis.” The Contractor shall complete projects, outlined in this Scope of Work.

II. General Information

The OEM is a division of the Orange County Fire Rescue Department. Its main mission is to “save lives and protect property through emergency management plans, training, exercise, and education programs. During any major disaster the primary focus becomes responding to and recovering from the disaster situation by coordinating needed available resources.”

The Contractor shall perform professional Emergency management activities that are identified within the scope of services, but are not limited to it. The Contractor shall work under the supervision of the Office of Emergency Management.

A. CONSULTING FOR THE OFFICE OF EMERGENCY MANAGEMENT**III. Outline of Work Tasks****A. Emergency Management Plans and Procedures****1. Comprehensive Emergency Management Plan (CEMP)**

The CEMP describes the basic strategies, assumptions and mechanisms through which the County’s resources are mobilized and activities are conducted to guide and support local emergency management efforts through response and recovery actions.

The COR shall create, evaluate, revise or process the development for: CEMP updates, programmatic accreditation and other legal/regulatory compliance related to the CEMP to include but not limited to NIMS compliance requirements and other homeland security requirements.

The COR shall create, evaluate, revise or process the development of procedures to operationally implement the concepts within the CEMP with some or all applicable agencies of the Orange County Emergency Response Team (OCERT).

2. Emergency Management Accreditation Program (EMAP)

The COR shall review of all related programs, policies, procedures, documentation, and/or updates to maintain annual compliance criteria. This includes, but is not limited to, annual reports, preparation for assessor on-site visits, and other requirements as needed.

3. Agency or Functional Areas Specific Plans

The COR shall Create, evaluate, revise or process the the development of the agency or functional area specific plans related to the OCERT. This shall include written directives, standard operating procedures, standard administrative procedures, implementation strategies for the Operations, Planning, Logistics, and Finance/Administration Sections, Health Care Facility Planning; Command and General Staff; the Executive Policy Group; and/or other affiliated departments, divisions, or agencies.

Work shall also include other plans: Annexes to the CEMP (Agencies, Recovery, Terrorism, Disaster Housing, Communications, Debris Management, and Threat/Hazard Specific) Operational Plans, Post-Disaster Redevelopment Plans, Community Wildfire Protection Plans, Floodplain Management Plans, Communications-Warning Plan, Shelter/Evacuation Center Plan, Resource Management Logistics Plan, Family Assistance Center Plan, Emergency Operations Plan, Duty Officer Guide. This is not an exhaustive list of potential plans.

4. Strategic Plans

The COR shall create, evaluate, revise or process the development of overarching goals and objectives for the Orange County Emergency Management Program.

5. Continuity of Operations/Continuity of Government

The COR shall Create, evaluate, revise or process the development of Orange County continuity of operations/continuity of government plans and procedures for key processes within the local government to the standards prescribed by the State of Florida and/or the Department of Homeland Security.

6. Hazards Analysis

The COR shall Conducts hazards analysis site visits, all verifications, and data entry in the Computer-Aided Management of Emergency Operations (CAMEO) software suite for the Extremely Hazardous Substance facilities in Orange County.

7. Threat and Hazard Identification and Risk Assessment (THIRA)

Create, evaluate, revise, developm, or process goals and objectives and conduct the research for the Orange County Threat and Hazard Identification and Risk Assessment.

B. Technical Services

1. Local Mitigation Strategy

Create, evaluate, revise or process the development of the Local Mitigation

Strategy and/or additional plans and procedures, including research for hazard identification, risk assessments, historical occurrences, probability determinations, and damage costs.

2. Specialized Studies and Reports

Create, evaluate, revise or process the development of specialized studies and reports. This could include but is not limited to:

- Sheltering/Evacuation Studies
- Citizen/Resident Preparedness Survey(s)
- Language Needs Assessment(s)
- Unmet Needs Assessment(s)
- Functional Needs Support Service Assessment(s)
- Geospatial Information Systems (GIS) Analysis
- Vulnerable Population Needs Assessment(s)
- Database Management for Healthcare Facilities
- Healthcare Facility CEMP Review(s)
- People with Special Needs Program Assessment(s)
- Other Gap Analyses as needed
- Resource Management Logistic Plan
- After Action Reports

C. Grant Management

Contractor shall have the capabilities to research, develop, write and submit grant proposals on behalf of the OEM. The types of grants include but are not limited to:

- Disaster-Specific Assistance Programs
 - Public Assistance (PA)
 - Individual Assistance (IA)
 - Small Business Administration (SBA) Loans
- Hazard-Related Grants and Assistance Programs and Mitigation/Retrofit Grant Programs
 - Hazard Mitigation Grant Program (HMGP)
 - Pre-Disaster Mitigation (PDM) grants
 - Flood Mitigation Assistance (FMA) grants
 - Building Resilient Infrastructure and Communities grants (BRIC)
- Homeland Security/National Preparedness or Non-Disaster Grant Programs
 - State Homeland Security Grant Program (SHSGP)
 - Community Emergency Response Team (CERT)
 - Citizen Corps (CC)
 - Emergency Preparedness Grant (EMPG)
 - Emergency Preparedness Assistance Grant (EMPA)

IV. Responsibilities of OEM

The OEM will provide the following services and data to the Contractor for the performance of each work order:

- A. Available data and information on project objectives, constraints, budgetary limitations and time restraints.
- B. Available drawings, maps, specifications, schedules, reports, data and other information developed by OEM and its members within local governments and agencies which OEM considers pertinent to the Contractor's responsibilities.

V. Responsibilities of the Contractor

- A. The Contractor shall perform only those services directly authorized by OEM. No work shall be performed prior to approval of OEM.
- B. Progress reports and invoices shall be provided in accordance to the deliverables of the projects, and shall include hours per task and dollars spent. Final Invoices shall be submitted in a timely manner, and as soon as the final deliverable is approved, all submitted invoices shall include hours per task and dollars spent.
- C. All final products must be in a format compatible with Orange County computer systems at the time of the project.
- D. All documents and support materials developed for OEM shall be prepared in Microsoft Office format such as Word, Access, Excel and Power Point.
- E. All Geographical Information System (GIS) related information shall be provided in a format compatible with Orange County GIS system at the time of the project.
- F. All materials shall be provided to OEM in both hard copy and electronic format.

VI. Candidate Requirement

- A. Project Managers proposed to work on this contract shall have a minimum of 7 years' experience relative to the scope of work of the engagement.
- B. Senior Analyst proposed to work on this contract shall have a minimum of 5 years' experience relative to the scope of work of the engagement.
- C. Analyst proposed to work on this contract shall have a minimum of 2 years' experience relative to the scope of work of the engagement.

VII. Ownership of Work Tasks

Orange County shall retain ownership of all deliverables of the Work Tasks of this RFP. The OEM has final authority on the sharing and/or distribution of these deliverables outside of Orange County.

NOTE: Travel and Out-Of-Pocket expenses will be reimbursed in accordance with Florida Statute 112.061, per diem & travel expenses of public officers, employees and authorized persons. Such expenses shall be pre-approved by the County under a not-to-exceed estimate before costs are incurred.

B. TRAINING FOR THE OFFICE OF EMERGENCY MANAGEMENT

III. Outline of Work Tasks

A. Training Program

1. National Incident Management System/Incident Command System Training

The Contractor of Record (COR) shall conduct virtual or in person training courses identified by OEM, such as, but not limited to: NIMS required courses, ICS courses, position specific courses, Emergency Operations Center Training, and any other EM related courses.

2. Orange County Integrated Preparedness Plan (IPP)

The COR shall collect information of training and exercise needs for OEM, facilitate Orange County IPP's Workshops amongst OEM's stakeholders, document the data inputs, analyze findings, make recommendations on trainings and exercises to be held in Orange County, and report these findings as part of the Regional and Statewide IPP.

3. Training Curriculum Design, Development, and Delivery

The COR shall develop, design, and implement a training curriculum for various programs, such as for OEM, OCERT, Community Emergency Response Teams (CERTs), Shelter Management, Points of Distribution, and other areas or topics as needed. This shall also include the delivery of FEMA, State, and uniquely designed emergency management courses of an intermediate or advanced skill level by qualified instructors. All instructors must be approved to teach/Instruct in Florida Division of Emergency Management (FDEM) State Emergency Response Team Training Resource and Activity Center (SERT TRAC) database.

B. Exercise Program

The Orange County Exercise Program is designed to test and evaluate the programs and operations in use to prepare the County for disasters. The program is guided by the OEM and shall be aided by the COR by utilizing the Homeland Security Exercise and Evaluation Program (HSEEP) to:

1. Develop exercise related documents for the specific exercises (Players Guide, Situation Manuals, Controller/Evaluator Handbooks, Master Scenario Events List, etc.)

2. Deliver, conduct, and/or facilitate exercises for players, depending on the type of exercise being held.
3. Evaluate exercise play from a variety of functional or operational area perspectives, depending on the type of exercise being held.
4. Create after-action reports and improvement plans that highlight the strengths and areas for improvement experienced in the exercise.
5. Types of Exercises

There are a number of different exercises that are part of the exercise program such as the Statewide Hurricane Exercise, Continuity of Operations Plan (COOP)/Continuity of Government (COG) Exercises, CERT Exercises, along with other possible exercises. The COR shall have knowledge on building Major Accident Exercises, National Disaster Exercises as well as terrorism exercises. The following are examples of the different types of exercises commonly conducted by OEM where assistance shall be required:

- **Tabletop Exercise:** this type of exercise simulates an emergency situation in an informal, stress-free environment. It is designed to elicit constructive discussions as participants examine and resolve problems based on existing plans, policies, and procedures, emphasizing coordination between various departments, divisions, or agencies.
- **Drill:** a drill is a coordinated, supervised activity, usually used to test a single specific operation or function in a single agency or a relatively limited portion of the overall functions.
- **Functional Exercise:** this type is a fully simulated, interactive exercise. It tests capabilities to respond to a simulated emergency testing one or more emergency management functions.
- **Full-Scale Exercise:** a full-scale exercise is as close to a real disaster as possible. It is a field exercise designed to evaluate the operational capability of emergency management systems in a highly stressful environment, which simulates actual response conditions.

IV. Responsibilities of OEM

The OEM will provide the following services and data to the Contractor for the performance of each work order:

- A. Available data and information on project objectives, constraints, budgetary limitations and time restraints.
- B. Available drawings, maps, specifications, schedules, reports, data and other information developed by OEM and its members local governments and agencies which OEM considers pertinent to the Contractor's responsibilities.

V. Responsibilities of the Contractor

- A. The Contractor shall perform only those services directly authorized by OEM.
- B. Progress reports and invoices for exercises shall be submitted as outlined by OEM on the project's scope of work or on a monthly basis.
- C. Invoices for training shall be submitted no later than one week after the training class has been performed and must include hours per task and dollars spent.
- D. All deliverables shall be compatible with systems in place within Orange County.
- E. All documents and support materials developed for OEM shall be prepared in Microsoft Office format such as Word, Access, Excel and Power Point.
- F. All Geographical Information System (GIS) related information shall be provided in a format compatible with systems in place within Orange County.
- G. All materials shall be provided to OEM in both hard copy and electronic format.
- H. COR shall be responsible for providing all materials, books, binders and any other materials related to a course or exercises.

VI. Candidate Requirements

- A. Project Managers proposed to work on this contract shall have a minimum of 7 years' experience relative to the scope of work of the engagement.
- B. Senior Analyst proposed to work on his contract shall have a minimum of 5 years' experience relative to the scope of work of the engagement.
- C. Analysts proposed to work on this contract shall have a minimum of 2 years' experience relative to the scope or work of the engagement.

VII. Ownership of Work Tasks

Orange County shall retain ownership of all deliverables of the Work Tasks of this RFP. The OEM has final authority on the sharing and/or distribution of these deliverables outside of Orange County.

NOTE: Travel and Out-Of-Pocket expenses will be reimbursed in accordance with Florida Statute 112.061, per diem & travel expenses of public officers, employees and authorized persons. Such expenses shall be pre-approved by the County under a not-to-exceed estimate before costs are incurred.

**ATTACHMENT 2
FEE SCHEDULE FORM
RFP#Y22-140-MV**

EXHIBIT B

The Contractor shall provide all labor, equipment, manpower and other resources necessary to provide the goods or services in strict accordance with the scope of services, specifications defined in this solicitation for the amounts specified in this Fee Schedule Form.

CONSULTING FOR THE OFFICE OF EMERGENCY MANAGEMENT						
LINE ITEM NO.	DESCRIPTION	ANNUAL ESTIMATED HOURS	X	LABOR RATE (HOURLY)	=	ESTIMATED ANNUAL AMOUNT
1.	Project Manager	200	X	\$ 175.00	=	\$ 35,000.00
2.	Senior Analyst	250	X	\$ 145.00	=	\$ 36,250.00
3.	Analyst	300	X	\$ 120.00	=	\$ 36,000.00
4.	Scheduler	100	X	\$ 90.00	=	\$ 9,000.00
5.	Administrative Support	100	X	\$ 75.00	=	\$ 7,500.00
6.	Travel and Out-Of-Pocket Expenses	\$10,000			=	\$10,000
TRAINING FOR THE OFFICE OF EMERGENCY MANAGEMENT						
LINE ITEM NO.	DESCRIPTION	ANNUAL ESTIMATED HOURS	X	LABOR RATE (HOURLY)	=	ESTIMATED ANNUAL AMOUNT
7.	Project Manager	200	X	\$ 175.00	=	\$ 35,000.00
8.	Senior Analyst	500	X	\$ 145.00	=	\$ 72,500.00
9.	Analyst	300	X	\$ 120.00	=	\$ 36,000.00
10.	Scheduler	100	X	\$ 90.00	=	\$ 9,000.00
11.	Administrative Support	150	X	\$ 75.00	=	\$ 11,250.00
12.	Travel and Out-of-Pocket Expenses	\$10,000			=	\$ 10,000.00
(LINES 1 THROUGH 12) TOTAL ESTIMATED PROPOSAL						= \$ 307,500.00

NOTE: Travel and Out-Of-Pocket expenses will be reimbursed in accordance with Florida Statute 112.061, per diem & travel expenses of public officers, employees and authorized persons. This is a not-to-exceed \$10,000 each annually for Consulting and Training respectively.

Company Name:

Innovative Emergency Management, Inc.

December 9, 2022
BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA
REQUEST FOR PROPOSALS (RFP) Y22-140; ADDENDUM #1

CONTRACTOR OF RECORD FOR THE OFFICE OF EMERGENCY MANAGEMENT

This Addendum is hereby incorporated into the bid documents of the project referenced above. The following items are clarifications, corrections, additions, deletions, and/or revisions to and shall take precedence over the original documents. Additions are indicated by **underlining** and deletions via ~~strikethrough~~.

A. CHANGES

1. THE PROPOSAL SUBMISSION DEADLINE IS HEREBY CHANGED FROM TUESDAY, ~~DECEMBER 13, 2022~~ TO THURSDAY, JANUARY 5, 2023.
2. PAGE 1, SECTION 4, SELECTION CRITERIA IS DELETED IN ITS ENTIRETY AND REPLACED WITH SELECTION CRITERIA. SEE ATTACHMENT 1 IN THIS ADDENDUM #1.
3. PAGE 10, SECTION 3, PROPOSAL SUBMISSION REQUIREMENTS AND DOCUMENTATION, TAB 4. FEE SCHEDULE IS DELETED AND REPLACED WITH THE FOLLOWING:

TAB 4. FEE SCHEDULE

Each proposer shall complete and submit the Fee Schedule included herein. ~~The hourly fees shall include ALL costs associated with performance of the contract including travel and out-of-pocket expenses.~~

NOTE: Travel and Out-Of-Pocket expenses will be reimbursed in accordance with Florida Statue 112.061, per diem & travel expenses of public officers, employees and authorized persons. This is a not-to-exceed \$10,000 each annually for Consulting and Training respectively.

4. PAGE 1, SECTION 5, FEE SCHEDULE FORM IS DELETED IN ITS ENTIRETY AND REPLACED WITH FEE SCHEDULE FORM. SEE ATTACHMENT 2 IN THIS ADDENDUM #1.

B. Questions and Answers

Question 1 - Given that the work is on "as needed basis," does the County anticipate that much of the work can be done remotely?

Answer – This is based on the project being completed. All training is done in person but some of the planning projects can be handled remotely. Overall, this is determined specifically by the project scope of work.

Question 2 - RFP Section 3, Proposal Submission Requirements and Documentation, Tab 1, Item A requires that proposers “identify the lead individual assigned to each category.” Please confirm that this means that we should identify the following six staff: one lead Project Manager, Senior Analyst, and Analyst for Consulting Services, and one lead Project Manager, Senior Analyst, and Analyst for Training Services.

Answer – Yes, this is a requirement of this contract and any changes of staff shall be provided in writing so an amendment to the contract can be made.

Question 3 - RFP Section 3, Proposal Submission Requirements and Documentation, Tab 3, Technical Approach, requests “a brief description of the firm’s approach to emergency management consulting.” Given that the Scope of Services covers a wide range of varying services, does the County desire us to provide a technical approach for each service item under both Consulting and Training services?

Answer – Yes.

Question 4 - RFP Section 4, Selection Criteria, indicates that M/WBE Utilization has a weight of 10 points. However, the RFP does not identify any requirements for M/WBE utilization. Can the County clarify what will be evaluated for this section?

Answer – M/WBE requirement has been removed from this RFP. Please see A. Changes, Item 2, Attachment 1, updated Selection Criteria in this Addendum #1.

Question 5 - RFP Section 5, Fee Schedule Form provides two different tables for Consulting and Training services. Would the County allow the proposer to provide different hourly rates for the same labor categories under each table (e.g., different rate for Consulting Senior Analyst and Training Senior Analyst)?

Answer – Yes.

Question 6 - RFP Fee Schedule Form provides a line item for travel and out-of-pocket expenses and includes a note that states that Travel and Out-Of-Pocket expenses will be reimbursed. However, RFP Section 3, Proposal Submission Requirements and Documentation, Tab 4, Fee Schedule, indicates that “hourly rates shall include ALL costs associated with performance of the contract including travel and out-of-pocket expenses.” Please clarify this contradiction.

Answer – The contract follows The State of Florida current rates and provides travel and out of pocket expenses. To clarify, OEM will reimburse based on Section 5; Page 1- Fee Schedule Form.

Question 7 – Page 6, Item 5. Draft Contract - Does Orange County want redlines submitted with the contract or a separate document requesting negotiations?

Answer – Please submit a separate document for any proposed changes.

Question 8 – Page 11, Item 30. Payment Terms/Discounts - Where should Contractors indicate if a cash discount is offered, and how will it be applied during the evaluation?

Clarification - Per the RFP it states the following:

1. The County's payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act. Cash discounts for prompt payment will be considered in determining the lowest net cost for fee proposal evaluation purposes. Notwithstanding the above, discount payment terms shall not be less than net 30 calendar days from receipt of correct invoice.

Where should the proposer indicate in the response if we will offer a prompt payment discount? Also, is there a point value or other weighting related to the offering of this discount, and if so what is the weighting or point value?

Answer – No, the payment term is per Florida Statute 218, prices shall be per the Fee Schedule Form attached herein and are based on the standard fixed rates.

Question 9 – Page 17 (actually page 13), Item 33. Subcontracting and Required Outreach - Are there goals for subcontracting with small and minority business enterprise (MBE), women business enterprises (WBE), and labor surplus area firms?

Answer – M/WBE requirement has been removed from this RFP. Please see A. Changes, Item 2, Attachment 1, updated Selection Criteria in this Addendum #1.

Question 10 – Page 30, Tab 4. Fee Schedule - RFP states: “The hourly fees shall include ALL costs associated with performance of the contract including travel and out-of-pocket expenses.” The Fee Schedule Form lists “Travel and Out-Of-Pocket Expenses” as reimbursable items separate from the hourly rates. Will the County please clarify?

Answer – Please see Scope of Services, Page 7, Bottom of Page.

NOTE: **Travel and Out-Of-Pocket expenses will be reimbursed in accordance with Florida Statute 112.061, per diem & travel expenses of public officers, employees and authorized persons. Such expenses shall be pre-approved by the County under a not-to-exceed estimate before costs are incurred.**

Question 11 – Page 33, Section 4, Selection Criteria, Page 1 - The selection criteria lists “Location” with a weight of 10 points. Will the County please clarify how these points can be earned by proposers? If federal funds are to be used with this Contract, will the location preference points cause reduced competition in compliance with 2 CFR 200?

Answer – The Location requirement has been removed from this RFP. Please see A. Changes, Item 2, Attachment 1, updated Selection Criteria in this Addendum #1.

Question 12 – Page 33, Section 4, Selection Criteria, Page 1 - The selection criteria lists “M/WBE Utilization” with a weight of 10 points, Dislocated Worker Hires as 5 bonus points, Registered SDV SubContractor Hires as 10 bonus points, and Registered SDV Prime Proposers as 5 bonus points. Will the County please clarify how these points can be earned by the proposers? Will a proposer earn 10 points if they are proposing to utilize one (1) M/WBE subcontractor? Is the scoring based on the percentage of the total contract amount?

Answer – M/WBE requirement has been removed from this RFP. Please see A. Changes, Item 2, Attachment 1, updated Selection Criteria in this Addendum #1.

Question 13 – Page 33, Paragraph 1, Criteria: Location - FEMA strictly prohibits local preference in procurements. Will the County please consider the evaluation criteria and remove the location preference and adjust points accordingly?

Answer – The Location requirement has been removed from this RFP. Please see A. Changes, Item 2, Attachment 1, updated Selection Criteria in this Addendum #1.

Question 14 – Page 33, Paragraph 1, M/WBE Utilization Registered SDV Subcontractor Hires - As is applies to the Minority/Women-owned Business Enterprise and/or Minority, Women, and Service-disabled Veteran Owned business, what registration will Orange County accept to fulfill the requirements? Do the organizations need to be registered to Orange County or will the County accept national, State of Florida, or other certifications to fulfill this requirement registration?

Answer – M/WBE requirement has been removed from this RFP. Please see A. Changes, Item 2, Attachment 1, updated Selection Criteria in this Addendum #1.

Question 15 - Can you provide an anticipated start date for this contract?

Answer – Between February and March of 2023.

Question 16 - Based upon the number of potential projects is the intention to spread them out across the base plus three extension years?

Answer – OEM holds many classes each year and also has projects that come up throughout the year based on the needs and current events. The focus of the contract is year by year and it is based on the needs of our organization.

Question 17 - For Full Scale Exercises, is the contractor responsible for providing all equipment or will Orange County OEM provide the required equipment, etc.?

Answer – This is dependent on what equipment is needed and the type of exercise being held. Some equipment will be provided by OEM and some will need to be provided by contractor. This would be managed through the Scope of Work process and agreed upon prior to moving forward with the specific project.

Question 18 - For Table Top Exercises, Workshops, and Seminars will Orange County provide the facility or will the contractor be responsible to rent one, if so how is that additional cost accounted for?

Answer – Orange County will provide location/facility.

Question 19 - The Fee schedule only provides for the base year fees, is there a process in place for contractors to provide an escalator for the extension years?

Answer – See Contract Article 26, Price Escalation/De-Escalation (CPI) provision.

Question 20 - Is this contract a firm fixed price?

Answer – Yes, the Contractor shall provide hourly rates for the positions included in the Fee Schedule Form as firm fixed prices.

Question 21 - If the contractor incurs expenses to provide the training and exercises outside the original award, can the contractor submit for the out of pocket expenses in performance of the work?

Clarification - In the event of expenses above the final award, when performing exercises, would the contractor be reimbursed for additional expenses that were not identified in the original solicitation? If the client (Office of Emergency Management Orange County) requires the contractor to rent additional equipment, a prop, a training site or materials and equipment to meet the expectations to perform the training event, would the contractor be reimbursed for expenses by the County for those expenses? I.E., an example would be the proposer holds a Army training contract, with events at a multitude of locations. There are times we are required to purchase lumber to enhance a training prop or rent sanitation facilities if there are none on site. We are then reimbursed for these out of pocket expenses by the government.

Answer – Any changes to the contract will be made via an amendment to the contract with prior authorization from Orange County.

C. ACKNOWLEDGEMENT OF ADDENDA

- a. The bidder shall acknowledge receipt of this addendum by completing that applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned no later than the date and time for receipt of the bid.
- b. All other terms and conditions of the RFP remain the same.
- c. Receipt acknowledge by:

Authorized Signature

Date

Title

Name of Firm

ATTACHMENT 1

**RFP Y22-140, CONTRACTOR OF RECORD FOR THE OFFICE OF EMERGENCY
MANAGEMENT (OEM)**

SELECTION CRITERIA

CRITERIA	WEIGHT
Qualifications of Staff	30
Qualifications of Firm	25
Technical Approach	25
<u>Fee Proposal</u>	<u>20</u>
TOTAL	100

PROPOSAL COVER PAGE

Company Name: Innovative Emergency Management, Inc.

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN
NUMBER. CURRENT W9 MUST BE SUBMITTED WITH PROPOSAL.

TIN#: 72-1045884 D-U-N-S® # 601275282

<u>2801</u> (Street No. or P.O. Box Number)	<u>Slater Road, Suite 200</u> (Street Name)	<u>Morrisville</u> (City)
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<u>Wake County</u> (County)	<u>North Carolina</u> (State)	<u>27560</u> (Zip Code)
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Contact Person: Allison Veillette

Phone Number: 225-952-8284 Fax Number: 919-237-7468

Email Address: Contracts@iem.com

EMERGENCY CONTACT

Emergency Contact Person: Keith Reynolds

Telephone Number: 919-990-8191 Cell Phone Number: 985-377-4285

Residence Telephone Number: Not Applicable Email: Contracts@iem.com

ACKNOWLEDGEMENT OF ADDENDA

The Proposer shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the proposal. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your proposal. Material impacts include but are not limited to changes to specifications, scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. 1, Date 12/9/2022 Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____


Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Proposer represents that the following **principals** are authorized to sign proposals, negotiate and/or sign contracts and related documents to which the proposer will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name	Title	Telephone Number	Email
Keith Reynolds	Manager, Contract Administration	919-990-8191	Contracts@iem.com
Bryan Koon	Vice President Homeland Security and Emergency Management	850-519-7966	Bryan.Koon@iem.com



 (Signature)
 Manager, Contract Administration

 1,lc/4Je Emergency Management, Inc.

 (Name of Business)

December 7, 2022

 (Date)

The Proposer shall complete and submit the following information with the proposal:

Type of Organization

Sole Proprietorship
 Partnership
 Non-Profit
 Joint Venture*
 Corporation

(a)
 (b) **State of Incorporation:** Louisiana

Principal Place of Business (Florida Statute Chapter 607): Morrisville, Wake County, North Carolina
 City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE PROPOSER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is: 72-1045884

* *Joint venture firms must complete and submit with their Proposal Response the form titled "Information for Determining Joint Venture Eligibility", and a copy of formal written and executed Joint Venture agreement between all joint venture parties. This joint venture agreement must be executed and indicate the parties' respective roles, responsibilities and levels of participation for the project. Proposing as a Joint Venture, the Joint Venture shall obtain and maintain all contractual required insurance in the name of the Joint Venture as required by the Contract. Individual insurance in the name of the parties to the Joint venture will not be accepted. Failure to timely submit the required form along with the formal written and executed Joint Venture agreement may result in disqualification of your Proposal Response.*