

12/10/23

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
EMERGENCY PREPAREDNESS SOLUTIONS, LLC**

THIS CONTRACT is made effective this 20th day of December, 2023, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, NJ 08096, hereinafter referred to as "**County**", and **EMERGENCY PREPAREDNESS SOLUTIONS, LLC**, with offices at 11037 Cosby Manor Road, Utica, NY 13502, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, the County has a need for preparation of a COVID-19 After Action Report and Improvement Plan to support the preparedness of the County for not only future public health emergencies, but all hazards, on behalf of the Health Department as per **RFP-24-012**; and

WHEREAS, Contractor represents that it is qualified to perform the said required services, and desires to so perform pursuant to the terms and provisions of this Contract.

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County's Fair and Open Procurement Process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

NOW, THEREFORE, in consideration of the mutual promises, agreements, and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. TERM OF SERVICES. This contract shall be effective for a period of one (1) year from December 20, 2023 to December 19, 2024.

2. COMPENSATION. Contractor shall be compensated in a total amount of \$47,000.00, as per Contractor's proposal which was submitted in response to the County's Request for Proposal, **RFP-24-012**. The Proposal is incorporated into and made part of this Contract by reference.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be for professional services regarding preparation of a COVID-19 After Action Report and Improvement Plan to support the preparedness of the County for not only future public health emergencies, but all hazards, as per **RFP-24-012**, and Contractor's Proposal, which are incorporated by reference in their entirety and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in **RFP-24-012**.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity 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 nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

c. The Contractor will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

e. The Contractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. LICENSING. If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor, or its agents and/or subcontractors.

6. TERMINATION. This Contract may be terminated as follows:

a. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

b. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

c. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

d. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

e. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

f. Termination shall not affect the validity of the indemnification provisions of this Contract, nor prevent the County from pursuing any other relief or damages to which it may be

entitled, either at law or in equity.

7. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned, nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County, and no obligation on the County's part to such subcontractor or assignee shall arise, unless the County shall elect to accept, and consent to, such assignment or subcontract.

8. INDEMNIFICATION. The Contractor, where applicable, shall be responsible for, shall keep save and hold the County harmless from, and shall indemnify the County against, any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disability, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants, or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect, an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificate for sufficiency and compliance with this paragraph and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract, and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

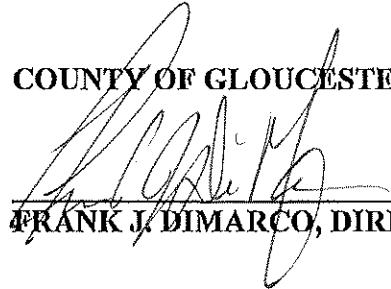
10. SET-OFF. Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the Board of County Commissioners passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

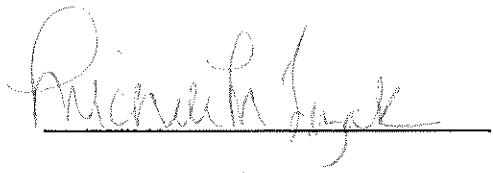
ATTEST:


LAURIE J. BURNS
CLERK OF THE BOARD

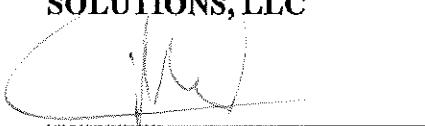
COUNTY OF GLOUCESTER


FRANK J. DIMARCO, DIRECTOR

ATTEST:


MICHELE M. LONCZAK
Notary Public, State of New York
Reg. No. 01LO8168824
Qualified in Oneida County
Commission Expires Jun. 18, 2023

EMERGENCY PREPAREDNESS
SOLUTIONS, LLC


TIMOTHY RIECKER, CEDP
Title: Partner & Principal Consultant

LETTER OF INTRODUCTION

Emergency Preparedness Solutions, LLC® (EPS) is pleased to submit this proposal in response to your Request for Proposals for a COVID-19 After-Action Report (AARs) and Improvement Plan. EPS is fully equipped to support this need for Gloucester County, developing a quality, meaningful AAR/IP which will support the preparedness of Gloucester County for not only future public health emergencies, but all hazards.

The COVID-19 Coronavirus response is the largest, longest, and most complex response faced by jurisdictions around the globe. Every agency across every sector will benefit from examining their response, which for many included operational implementations, coupled with continuity procedures and supply chain difficulties. This was a response in which all stakeholders found assumptions, plans, and capabilities to be deficient, yet through improvisation and innovative approaches managed to fill many of those gaps in real time.

Company Information	
11037 Cosby Manor Road	Utica, NY 13502
www.EPSLLC.BIZ	
PH: 518-649-6492	SAM ID: EPCLATHDK3Z5
Established: 2012	EIN: 45-5338078
Contact:	Timothy Riecker, CEDP Partner and Principal Consultant TIM@EPSLLC.BIZ
Principals:	Dr. Robin Riecker Mr. Timothy Riecker

This project, incorporating the input of stakeholders from various agencies and other partners, will include document reviews, development and deployment of surveys, and organizing and leading stakeholder interviews and focus groups to obtain information on County standards of performance, assessment of what activities were actually conducted and how, and the impressions and perspectives of individuals involved. EPS utilizes a six-step approach to Incident AARs, detailed in this proposal, which engages stakeholders, focuses the AAR effort, and provides meaningful results. Our firm has direct experience applying standards relevant to this project, and the proven project management experience necessary to coordinate all components to completion on time and on budget.

EPS is a part-woman-owned small business enterprise, providing emergency and disaster preparedness services across the United States and Canada since 2012. Over the past three years, we have averaged and continue to maintain three employees, adding independent contractors and sub-contractors as necessary. We serve all levels of government, the private sector, and non-profit organizations, proudly serving new and repeat clients. EPS is a Limited Liability Company formed and headquartered in Central New York. Our owners and associates have decades of extensive real-world experience in the services we provide. We leverage the expertise of associates and partner firms around the nation to provide the best possible services and subject matter expertise to our clients. As a small business, we capitalize on our flexibility and low overhead, maximizing your investment.

EPS brings a range of extraordinary experience to this project. We specialize in all-hazard preparedness services, including assessments, planning, training, and exercises; including after-action reports for events and incidents. Our staff have extensive real-world experience working with

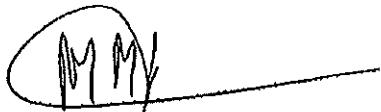


stakeholders at all levels of government and across multiple sectors, with staff credentialed as Certified Emergency Disaster Professional and Certified in Public Health.

EPS has an extensive history of relevant experience with health departments, emergency management agencies, and other stakeholders; conducting assessments and developing after-action reports for exercises, events, and incidents, including COVID-19 responses, and staff having directly supported the COVID-19 response for a variety of organizations and jurisdictions, filling management and coordination roles for different facilities and operations. Our team has developed COVID-19 AARs for the State of Utah, the Maine Centers for Disease Control, and several county and local governments across New Jersey and New York State.

This proposal highlights our experience and qualifications, and our approach to meeting your needs based on your RFP.

We look forward to working with Gloucester County on this important project.



Tim Riecker, CEDP

Partner and Principal Consultant

"EPS played a pivotal role in the success of Vermont's Vigilant Guard 2016. EPS provided management and communications with over 100 controllers and evaluators that were utilized throughout the nine (9) day exercise. Without Tim and Robin's hard work to fill all necessary positions and Tim's tireless work during conduct, the exercise evaluation would have fallen short. Even through the After-Action Report drafting, EPS supported Vermont's needs to ensure that we had the best data from those who worked for them during the exercise. Each night Tim sent out an Action Plan for the next day's exercise activity. This was very helpful in making sure that all the staff were in the correct location at the correct time. Great support and service provided by EPS throughout the entire process."

Jessica Stoltz, Deputy State Homeland Security Advisor (fmr)

Vermont Division of Emergency Management and Homeland Security

COSTING PROPOSAL AND ADMIN

Project pricing is established consistent with the activities outlined in this proposal and in reference to the RFP. The project budget is firm fixed cost, including all personnel costs and all other direct and indirect costs, including travel. Incremental payments will be involved monthly.

Budget for Gloucester County COVID-19 AAR/IP: **\$47,000.**

This proposal is valid for 90 days after the solicitation due date.

Emergency Preparedness Solutions is proud to be insured by the prestigious Underwriters at Lloyds of London. Workers Compensation Insurance is provided by The Hartford. All coverage limits meet or exceed those required by New Jersey law.

EPS nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state, or local agency.

EPS is prepared to comply with the General Terms and Conditions required by the County and intends to enter into the County's standard Professional Services Contract.

All services will be performed from EPS offices and/or Gloucester County offices. EPS offices are located in the State of New York. EPS staff will be available to perform services at County facilities as described in this proposal.

"Emergency Preparedness Solutions did a fantastic job for the Airport Cooperative Research Program (ACRP) through their expertise in emergency management operations and training, their thoroughness in approach to all tasks, ability to communicate effectively to all stakeholders, and their project management abilities. EPS was contracted to update and field-test EOC training scenarios for the airport community. They developed a comprehensive plan for achieving the objectives, executed the plan efficiently, and were nimble in response to the findings of their research. This has resulted in the airport industry now having an EOC exercise and training tool that is based on sound learning objectives and appropriately validated by experts within the industry. I wouldn't hesitate to work with the EPS team again."

Marci Greenberger, Senior Program Officer
Transportation Research Board

