

EXHIBIT A – Pricing Page
Staffing Services - Disaster Case Management
ARFQ 0606 HSE2400000011

Section	Description	Unit of Measure	Estimated Quantity	Estimated Quantity of Positions	Unit Cost / Hourly Rate	Extended Cost
4.1.2	Contract Services #1 - Disaster Case Supervisor	Hourly	2,080	1	\$71.56	\$156,884.80
4.1.3	Contract Services #2 - Disaster Caseworker	Hourly	2,080	2	\$57.60	\$255,696.00
4.1.4	Contract Services #3 - Administrative Assistant	Hourly	2,080	1	\$55.00	\$114,400.00
4.1.5	Contract Services #4 - Construction Cost Analyst	Hourly	2,080	1	\$83.00	\$188,720.00
					Overall Total Cost	\$715,700.80

Please note the following: This information is being captured for auditing purposes.
A no bid entered on the pricing page will result in vendor's bid being disqualified.
Vendor must complete and return this Pricing Page upon request.
Any product or service not on the Agency provided Pricing Page will not be allowable. The state cannot accept alternate pricing pages, failure to use Exhibit A Pricing Page could lead to disqualification of vendors bid.
Vendor should type or electronically enter the information into the Pricing Page to prevent errors in the evaluation.

BIDDER /VENDOR INFORMATION:

Vendor Name:	iParametrics LLC
Address:	6515 Shiloh Road, Suite 200
City, St. Zip:	Alpharetta, GA 30005
Phone No.:	732-996-4818
Email Address:	falon.alo@iparametrics.com



Vendor Signature:

3/18/2024

Date:

ADDENDUM ACKNOWLEDGEMENT FORM

SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification. Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Company



Authorized Signature

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.



ADDITIONAL INFORMATION

The West Virginia Department of Homeland Security Division of Administrative Services (DAS) is soliciting bids on behalf of West Virginia Emergency Management Division (EMD or Agency) to establish a contract to provide staffing services. This contract shall cover the following position classifications:

- 1.1. Disaster Case Supervisor - minimum quantity of 1
- 1.2. Disaster Caseworker - minimum quantity of 3
- 1.3. Administrative Assistant - minimum quantity of 1
- 1.4. Construction Cost Analyst - minimum quantity of 1

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 1700 MacCorkle Ave, SE 6th Floor Charleston WV US		DIVISION OF EMERGENCY MANAGEMENT BLDG 1 RM EB80 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	4.1.2 - Disaster Case Supervisor	2080.00000	hour		

Comm Code	Manufacturer	Specification	Model #
80111605			

Extended Description:
See Attached Specifications

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 1700 MacCorkle Ave, SE 6th Floor Charleston WV US		DIVISION OF EMERGENCY MANAGEMENT BLDG 1 RM EB80 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	4.1.3 - Disaster Caseworker	6240.00000	hour		

Comm Code	Manufacturer	Specification	Model #
80111605			

Extended Description:
See Attached Specifications

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 1700 MacCorkle Ave, SE 6th Floor Charleston WV US		DIVISION OF EMERGENCY MANAGEMENT BLDG 1 RM EB80 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	4.1.4 - Administrative Assistant	2080.00000	hour		

Comm Code	Manufacturer	Specification	Model #
80111605			

Extended Description:
See Attached Specifications

INVOICE TO		SHIP TO	
DIVISION OF EMERGENCY MANAGEMENT 1700 MacCorkle Ave, SE 6th Floor Charleston WV US		DIVISION OF EMERGENCY MANAGEMENT BLDG 1 RM EB80 1900 KANAWHA BLVD E CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	4.1.5 - Construction Cost Analyst	2080.00000	hour		

Comm Code	Manufacturer	Specification	Model #
80111605			

Extended Description:
See Attached Specifications

SCHEDULE OF EVENTS

<u>Line</u>	<u>Event</u>	<u>Event Date</u>
1	Questions due by 2:00pm EST	2024-03-05

	Document Phase	Document Description	Page 4
HSE2400000011	Final	Disaster Case Management Staffing	

March 16, 2024

West Virginia Department of Homeland Security
Division of Administrative Services
1900 Kanawha Blvd., E.
Charleston, WV 25305

RE: ARFQ 0606 HSE24000000 | Staffing Services – Disaster Case Management

Dear Mr. Skeens,

The State of West Virginia seeks a consultant to assist with staffing services for the anticipated Disaster Case Management Program (DCMP) that will be awarded by FEMA. The consultant will provide appropriately qualified and vetted candidates to fill the labor categories of Disaster Case Supervisor, Disaster Case Worker (2), Administrative Assistant, and Construction Cost Analyst. **The iParametrics team is that consultant.** Our staff has been managing Disaster Case Management Programs for the last 10 years, supporting five major disaster recovery missions across four states. Program highlights include:

- Training of 150 Disaster Case Managers
- 8,000 survivor households served
- 6,500 positive case closures for survivor households
- CDBG-DR action planning collaboration in three states
- CDBG-DR intake and eligibility in Lexington, SC

iParametrics is committed to delivering only the highest level of service to our clients. To that end, we will designate **Falon Alo, Director of Humanitarian Services, as this program's Contract Manager.** Falon has successfully managed five previous Disaster Case Management Programs leading to over 6,500 positive case closures for the survivors assisted by her teams. We have included a copy of Falon's resume with this submission for your consideration.

Given the brief nature of the RFQ, the iParametrics team has made the following assumptions regarding how the State will implement the forthcoming DCMP:

- We anticipate the State will provide workspace for the staff in existing state offices within the designated region for service provision.
- We anticipate the State will provide the system of record to be used for the documentation of all casework completed by the staff for the survivors.
- We anticipate the State will require significant Disaster Case Management training that is inclusive of all industry best practices, is culturally appropriate for the populations served, and adheres to the Points of Consensus adopted by National VOAD.

Our staff's significant experience running DCMPs informs our understanding of the critical need for a secure workspace for the staff, the use of an appropriate software system to conduct thorough and efficient disaster case management, and the need for an exceptional training approach inclusive of all industry standards and best practices.

Should the State not have a database of record available for the staff to use for this program, iParametrics would be ready to offer our existing in-house solution or facilitate the procurement of a system of record on behalf of the State as this is a common service we provide to our customers. Additionally, we will use our custom learning curriculum to prepare our staff to deliver the highest quality, client-centered care, enabling them to swiftly recover from the impacts of the disaster event and



return to a state of normal. We encourage and facilitate cooperation, communication, collaboration, and coordination with state and local partners to ensure the most effective sequence of delivery is used in addressing the survivor's unmet needs.

Lastly, we will leverage our federal compliance and data analytics expertise to ensure that the State meets all Federal reporting requirements that are standardized within the FEMA DCMP. Our data analytics capabilities play a pivotal role in effectively reporting on the progress of our DCMPs. By leveraging advanced analytics tools and techniques, we can gather, analyze, and interpret data in real time, providing valuable insights into the efficacy of our program interventions, resource allocation, and overall impact. This allows us to make informed decisions, optimize our strategies, and ensure that our disaster response efforts efficiently meet the needs of those affected.

As the Director of Humanitarian Services for iParametrics and the Contract Manager, I offer my personal commitment to providing West Virginia with the best resources and services available. Please call us if you have any questions regarding this submittal. You can contact Jeff Stevens, Executive Vice President, or myself before or after your selection decision. My cell phone is at 732.996.4818 or email Falon.Alo@iParametrics.com. Jeff Stevens can be reached at 401.536.8178 or via email at Jeff.Stevens@iParametrics.com with any additional questions. All prices are valid 180 days from submission.

Sincerely,

A handwritten signature in blue ink that reads 'Falon Alo'.

Falon Alo, MSW

Director of Humanitarian Services

iParametrics LLC

iParametrics, LLC

770.664.6636 | www iParametrics.com



FALON ALO, MSW

DIRECTOR OF HUMANITARIAN SERVICES

Falon serves as the Director of Humanitarian Services for iParametrics. Falon has extensive experience from her time with nonprofit organizations, where she has played a key role in numerous disaster response and recovery operations. Over the past 13 years, Falon has been deployed to 17 disaster areas, both domestically, including historical flood events in California, Colorado, Kentucky, Louisiana, and South Carolina. Hurricanes Sandy, Matthew, Irma, Florence, Michael, and Ian, and internationally to Bangladesh and Poland. Falon is an expert in Mass Care (ESF 6) operations and Long-term Community Recovery and Mitigation (ESF 14). Since moving to the private sector, she has expanded her capabilities to include program management and is currently working to obtain her PMP certification later this year.

EDUCATION

- MSW – International and Community Development, Monmouth University
- BS – Social Work, Monmouth University

AFFILIATIONS

- Council on Social Work Education (CSWE)
- National Association for Social Workers (NASW)
- Florida Emergency Preparedness Association (FEPA)

EXPERIENCE

- **iParametrics – Director, Humanitarian Services** | Responsible for leading and coordinating global crisis and emergency response programs, encompassing strategic planning, program development, resource mobilization, capacity building, collaboration, monitoring, evaluation, compliance, and reporting. Falon ensures effective leadership, innovation, and excellence in humanitarian aid and case management programs designed and implemented by iParametrics and its partners or clients.
- **CORE - Community Organized Relief Effort (Director of Domestic Humanitarian Response)** |
 - DR-4711 Established and managed a POD I in Eastern Kentucky for 14 days serving 3,000 households daily.
 - DR-4673 Established and managed a POD II in Fort Myers, FL for 14 days serving 1,000 households daily.
 - DR-4683 Disaster Recovery Center participation.
- **Hearts & Hands Disaster Recovery (Executive Director)** | Served as a Disaster Case Management Program provider for flood recovery, supporting approximately 5,000 survivor households across 23 counties in South Carolina. Responsible for recruiting, training, and managing 70 full-time disaster case management staff across three locations.
 - Participated in action planning with the State for the CDBG-DR program, enabling effective participation and implementation of disaster recovery initiatives.
 - Conducted intake and eligibility for the Lexington County CDBG-DR program to provide housing buyouts to qualifying survivors.
- **American Red Cross, NHQ (Community Recovery Specialist)** | Served as the ARC liaison to the Monmouth County Long-Term Recovery Group.
 - Served as an ARC Grant Review Team member, contributing to strategic decision-making processes to distribute donor funds for LTR.
 - Contributed expertise in hazard mitigation and resiliency planning, floodplain management, and sustainable land use policies.
- **CSWE, Council on Social Work Education (Policy Advisor)** | Served on the task force creation of the *2022 EPAS Disaster Relief Curricular Guide*. This curricular guide is a partnership between the Administration for Children and Families, Office of Human Services Emergency Preparedness and Response and the Council on Social Work Education.



DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Name, Title)

(Printed Name and Title)

(Address)

(Phone Number) / (Fax Number)

(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

(Company)



(Authorized Signature) (Representative Name, Title)

(Printed Name and Title of Authorized Representative)

(Date)

(Phone Number) (Fax Number)

REQUEST FOR QUOTATION
ARFQ 0606 HSE2400000011
Staffing Services – Disaster Case Management

Contract Manager:	Falon Alo, MSW
Telephone Number:	689.215.6070
Fax Number:	770.664.6696
Email Address:	falon.alo@iparametrics.com

Attachment 1

FEDERAL FUNDS ADDENDUM **2 C.F.R. §§ 200.317 – 200.327**

Purpose: This addendum is intended to modify the solicitation in an attempt to make the contract compliant with the requirements of 2 C.F.R. §§ 200.317 through 200.327 relating to the expenditure of certain federal funds. This solicitation will allow the State to obtain one or more contracts that satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

Instructions: Vendors who are willing to extend their contract to procurements with federal funds and the requirements that go along with doing so, should sign the attached document identified as: “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)”

Should the awarded vendor be unwilling to extend the contract to federal funds procurement, the State reserves the right to award additional contracts to vendors that can and are willing to meet federal funds procurement requirements.

Changes to Specifications: Vendors should consider this solicitation as containing two separate solicitations, one for state level procurement and one for county/local procurement.

State Level: In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

County Level: In the second solicitation, bid responses will be evaluated with applicable preferences identified in Sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” omitted to establish a contract for County/Local federal funds procurement.

Award: If the two evaluations result in the same vendor being identified as the winning bidder, the two solicitations will be combined into a single contract award. If the evaluations result in a different bidder being identified as the winning bidder, multiple contracts may be awarded. The State reserves the right to award to multiple different entities should it be required to satisfy standard state procurement, state federal funds procurement, and county/local federal funds procurement requirements.

State Government Use Caution: State agencies planning to utilize this contract for procurements subject to the above identified federal regulations should first consult with the federal agency providing the applicable funding to ensure the contract is compliant.

County/Local Government Use Caution: County and Local government entities planning to utilize this contract for procurements subject to the above identified federal regulation should first consult with the federal agency providing the applicable funding to ensure the contract is compliant. For purposes of County/Local government use, the solicitation resulting in this contract was conducted in accordance with the procurement laws, rules, and procedures governing the West Virginia Division of Emergency Management. Vendor preference has been omitted for County/Local use purposes and the contract terms contained in the document entitled “REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317)” have been added.

FEDERAL FUNDS ADDENDUM

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):

The State of West Virginia Department of Homeland Security, Division of Emergency Management, and the Vendor awarded this Contract intend that this Contract be compliant with the requirements of the Procurement Standards contained in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 C.F.R. § 200.317, et seq. for procurements conducted by a Non-Federal Entity. Accordingly, the Parties agree that the following provisions are included in the Contract.

1. MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS: (2 C.F.R. § 200.321)

- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) above.

- b. Vendor confirms that if it utilizes subcontractors, it will take the same affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

2. DOMESTIC PREFERENCES: (2 C.F.R. § 200.322)

- a. The State confirms that as appropriate and to the extent consistent with law, it has, to the greatest extent practicable under a Federal award, provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United

States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

b. Vendor confirms that will include the requirements of this Section 2. Domestic Preference in all subawards including all contracts and purchase orders for work or products under this award.

c. Definitions: For purposes of this section:

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

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

3. BREACH OF CONTRACT REMEDIES AND PENALTIES:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 170-6-6 provide for breach of contract remedies, and penalties. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

4. TERMINATION FOR CAUSE AND CONVENIENCE:

(2 C.F.R. § 200.327 and Appendix II)

(a) The provisions of West Virginia Code of State Rules § 170-6-6 govern Contract termination. A copy of that rule is attached hereto as Exhibit A and expressly incorporated herein by reference.

5. EQUAL EMPLOYMENT OPPORTUNITY:

(2 C.F.R. § 200.327 and Appendix II)

Except as otherwise provided under 41 CFR Part 60, and if this contract meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3, this contract includes the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

6. DAVIS-BACON WAGE RATES:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this Contract includes construction, all construction work in excess of \$2,000 will be completed and paid for in compliance with the Davis–Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must:

- (a) pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
- (b) pay wages not less than once a week.

A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal awarding agency.

7. ANTI-KICKBACK ACT:
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that it will comply with the Copeland Anti-KickBack Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Accordingly, Vendor, Subcontractors, and anyone performing under this contract are prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The State must report all suspected or reported violations to the Federal awarding agency.

8. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT
(2 C.F.R. § 200.327 and Appendix II)

Where applicable, and only for contracts awarded by the State in excess of \$100,000 that involve the employment of mechanics or laborers, Vendor agrees to comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

9. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.
(2 C.F.R. § 200.327 and Appendix II)

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

10. CLEAN AIR ACT
(2 C.F.R. § 200.327 and Appendix II)

Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. DEBARMENT AND SUSPENSION
(2 C.F.R. § 200.327 and Appendix II)

The State will not award to any vendor that is listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

12. BYRD ANTI-LOBBYING AMENDMENT
(2 C.F.R. § 200.327 and Appendix II)

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

13. PROCUREMENT OF RECOVERED MATERIALS

(2 C.F.R. § 200.327 and Appendix II; 2 C.F.R. § 200.323)

Vendor agrees that it and the State must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

14. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.

(2 C.F.R. § 200.327 and Appendix II; 2 CFR § 200.216)

Vendor and State agree that both are prohibited from obligating or expending funds under this Contract to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

In implementing the prohibition under Public Law 115–232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.

State of West Virginia
Division of Emergency Management

By: _____

Printed Name: _____

Title: _____

Date: _____

Vendor Name: iParmetrics, LLC

By:  _____

Printed Name: Jeffrey Stevens

Title: Executive Vice President

Date: 3.12.2024

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor, iParametrics, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Jeffrey Stevens, Executive Vice President/General Manager

Name and Title of Contractor's Authorized Official

3/12/2024

Date

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER
FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 170-6-6

§170-6-6. Remedies

6.1. The Assistant Director – DAS Purchasing Section may require that the Division attempt to resolve any issues that it may have with the vendor prior to pursuing a remedy contained herein. The Division must document any resolution efforts and provide copies of those documents to the Assistant Director – DAS Purchasing Section.

6.2. Contract Cancellation.

6.2.1. Cancellation. The Director may cancel a purchase or contract immediately under any one of the following conditions including, but not limited to:

6.2.1.a. The vendor agrees to the cancellation;

6.2.1.b. The vendor has obtained the contract by fraud, collusion, conspiracy, or is in conflict with any statutory or constitutional provision of the State of West Virginia;

6.2.1.c. Failure to honor any contractual term or condition or to honor standard commercial practices;

6.2.1.d. The existence of an organizational conflict of interest is identified;

6.2.1.e. Funds are not appropriated or an appropriation is discontinued by the legislature for the acquisition;

6.2.1.f. Violation of any federal, state, or local law, regulation, or ordinance, and

6.2.1.g. The contract was awarded in error.

6.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

6.2.3. Opportunity to Cure. In the event that a vendor fails to honor any contractual term or condition, or violates any provision of federal, state, or local law, regulation, or ordinance, the Director may request that the vendor remedy the contract breach or legal violation within a time frame the Director determines to be appropriate. If the vendor fails to remedy the contract breach or legal violation or the Director determines, at his or her sole discretion, that such a request is unlikely to yield a satisfactory result, then he or she may cancel immediately without providing the vendor an opportunity to perform a remedy.

6.2.4. Re-Award. The Assistant Director – DAS Purchasing Section may award the cancelled contract to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) without a subsequent solicitation if the following conditions are met:

6.2.4.a. The next lowest responsible bidder (or next highest scoring bidder if best value procurement) is able to perform at the price contained in its original bid submission, and

6.2.4.b. The contract is an open-end contract, a one-time purchase contract, or a contract for work which has not yet commenced.

EXHIBIT A To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER
FEDERAL AWARDS (2 C.F.R. § 200.317):

W. Va. CSR § 170-6-6

6.2.4.c. Award to the next lowest responsible bidder (or next highest scoring bidder if best value procurement) will not be an option if the vendor's failure has in any way increased or significantly changed the scope of the original contract. The vendor failing to honor contractual and legal obligations is responsible for any increase in cost the state incurs as a result of the re-award.

6.3. Non-Responsible. If the Assistant Director – DAS Purchasing Division believes that a vendor may be non-responsible, the Assistant Director – DAS Purchasing Section may request that a vendor provide evidence that the vendor either does or does not have the capability to fully perform the contract requirements, and the integrity and reliability necessary to assure good faith performance. If the Assistant Director – DAS Purchasing Section determines that the vendor is non-responsible, the Assistant Director – DAS Purchasing Section shall reject that vendor's bid and shall not award the contract to that vendor. A determination of non-responsibility must be evaluated on a case-by-case basis and can only be made after the vendor in question has submitted a bid. A determination of non-responsibility will only extend to the contract for which the vendor has submitted a bid and does not operate as a bar against submitting future bids.

6.4. Damages.

6.4.1. A vendor who fails to perform as required under a contract shall be liable for actual damages and costs incurred by the Division.

6.4.2. If any commodities delivered under a contract have been used or consumed by a spending unit and on testing the commodities are found not to comply with specifications, no payment may be approved by the Division for the merchandise until the amount of actual damages incurred has been determined.

6.4.3. The Division shall seek to collect damages by following the procedures established by the Office of the Attorney General for the collection of delinquent obligations.

**EXHIBIT B To:
REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY
CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.317):**

Prevailing Wage Determination

- ☒ – Not Applicable Because Contract Not for Construction
- ☐ – Federal Prevailing Wage Determination on Next Page

STATE OF WEST VIRGINIA
PURCHASING AFFIDAVIT

CONSTRUCTION CONTRACTS: Under W. Va. Code § 5-22-1(i), the contracting public entity shall not award a construction contract to any bidder that is known to be in default on any monetary obligation owed to the state or a political subdivision of the state, including, but not limited to, obligations related to payroll taxes, property taxes, sales and use taxes, fire service fees, or other fines or fees.

ALL CONTRACTS: No contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

EXCEPTION: The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

DEFINITIONS:

"Debt" means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

"Employer default" means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

"Related party" means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

AFFIRMATION: By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (*W. Va. Code §61-5-3*) that: (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

WITNESS THE FOLLOWING SIGNATURE:

Vendor's Name: iParametrics, LLC

Authorized Signature:  Date: 3/12/2024

State of Georgia

County of Fulton, to-wit:

Taken, subscribed, and sworn to before me this 12th day of March, 2024.

My Commission expires June 4, 2027.

AFFIX SEAL HERE

NOTARY PUBLIC



