

# DISASTER CASE MANAGEMENT STAFFING

*A Proposal for the West Virginia Emergency Management Division*



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# 1.0 QUALIFICATIONS [ARFQ REQ. 3.1]

## 1.1 DOCUMENTATION OF STAFFING SERVICES

### OVERVIEW

**IEM International, Inc. (IEM)** has provided empathetic casework and case management services for over a decade. We place the needs of individuals, families, and communities at the forefront, from disaster response through transitional support, long-term recovery, and community re-development. Our support to clients and their community's survivors yields meaningful outcomes without overburdening existing infrastructure. **IEM brings extensive experience in disaster case management, federal grant management, and resource alignment.** IEM staff have developed and delivered multiple case management programs for states through Community Development Block Grant - Disaster Recovery (CDBG-DR).

West Virginia is seeking a partner who brings more than just expertise in recovery policies, procedures, and implementation but also a partner who has managed large-scale, state-level programs. Capacity and innovation are critical to these programs. Our team has successfully supported similar Disaster Case Management Programs (DCMPs) and almost every state-level Housing and Urban Development (HUD) CDBG-DR housing program initiated in the last five years. IEM manages housing recovery contracts in Texas, Florida, and Puerto Rico. We also recently wrapped up our contracted services for state-run housing recovery in New Jersey; our prior work included Mississippi, Louisiana, North Carolina, and New York. **IEM is recognized as a HUD-selected technical assistance provider for CDBG-DR services.** We hold the record for the fastest full-lifecycle disaster housing program delivery worldwide.



**IEM holds the record for the fastest full-lifecycle disaster housing program delivery worldwide.**

## BRIEF HISTORY AND BACKGROUND OF FIRM



**IEM**®

IEM is a global consulting firm and the largest minority- and woman-owned emergency management company in the world. For 39 years,

IEM has helped agencies and governments prepare for, respond to, recover from, and mitigate the effects of disasters. IEM has supported preparedness, response, recovery, and mitigation efforts in all 50 states, four territories, and around the world. We have provided services to hundreds of clients at national, state, and local agency levels. IEM is fiscally solvent and viable and has continually operated without interruption throughout its history, with continued growth and expansion of services.

IEM supports clients and community stakeholders such as state elected officials, state agencies, local governments, non-governmental partners, and more by offering access to well-trained disaster management professionals led by a project management team dedicated to technical excellence and transparent, accountable, ethical leadership. IEM has included information in **Section 1.2** to indicate that we have provided staffing for three individuals of one or more listed classifications within the past five years, as the ARFQ requires.



### Spotlight on Success



With nearly four decades of emergency management experience, IEM understands the importance and the challenge of getting qualified personnel in place during a disaster. Currently, IEM is providing staffing support in a contract with the Montana Division of Emergency Services to the federal disaster case management program in collaboration with the Disaster Services Corporation of the Society of St. Vincent de Paul. Through this collaboration, the operation can support staffing for a resource coordinator, two construction cost analysts, a disaster case management supervisor, and four disaster case managers.

IEM's success in Montana stems from an approach that pivots from the structure laid out in West Virginia Emergency Management Division's (EMD) RFQ. Still, this pivot would ultimately maximize disaster case management. Rather than pre-staffing a team that would deploy into West Virginia, IEM has identified a hybrid remote-in-person disaster case supervisor who will oversee the hiring of the remaining positions through a staffing agency, pulling from local candidates.

This model provides an opportunity for IEM to staff the disaster case supervisor position from the wealth of vastly experienced talent that exists within the IEM team around the country. Meanwhile, hiring support positions through staffing agencies will provide local, well-trained personnel with better knowledge of the community's needs and resources. IEM would handle the vetting for all candidates with buy-in from EMD and have a team in place within 30 days. So, while the model may be a bit different, the result would be the same: an effective disaster case management team ready best to serve the needs of survivors in the impacted counties.

## 1.2 REFERENCES [ARFQ REQ. 3.2]

IEM presents our references below. The references include the name of the entity to whom the individuals were supplied and the contact information for that entity. The following tables offer five references for work associated with disaster support services.

Reference #1: Montana Division of Emergency Services	
Project Title:	Disaster Case Management Program
Period of Performance:	June 2023 - Present
Point of Contact Name and Title:	Jake Ganieany, Recovery and Mitigation Bureau Chief
Email:	<a href="mailto:jake.ganieany@mt.gov">jake.ganieany@mt.gov</a>
Phone Number:	406.949.0213
Description of Services:	IEM and our subcontractor, Disaster Services Corporation of the Society of St. Vincent de Paul (DSC-SVDP), have partnered to offer solutions to the survivors of the federally declared disaster (DR-4655) resulting from severe storms and flooding. Our team successfully administers the DCMF, supporting the service provision for disaster survivors in compliance with the State of Montana's requirements. Our combined team of experts leads the coordination of services from federal, state, and local programs combined with private and nonprofit support for programs that meet survivors' housing and other disaster-caused needs. <b>Two Construction Cost Analysts and four Disaster Case Managers are supporting the efforts onsite in Montana.</b>

Reference #2: Virginia Housing Development Authority	
Project Title:	Homeowners Assistance Fund
Period of Performance:	June 2021 - Present
Point of Contact Name and Title:	Malika Mickey, Virginia Mortgage Relief Program Delivery Manager
Email:	<a href="mailto:malika.mickey@virginiahousing.com">malika.mickey@virginiahousing.com</a>
Phone Number:	804.343.5877
Description of Services:	<b>IEM is currently staffing the program with 27 case managers.</b> Virginia Housing was awarded \$258.4 billion from the U.S. Department of the Treasury (Treasury) to operate the Homeowner Assistance Fund program. Virginia Housing's HAF Program has been conducted in two phases—through an initial test program, known as the Virginia Mortgage Relief Pilot Program (VMRP Pilot), and the complete program, known as the Virginia Mortgage Relief Program (VMRP). For the pilot phase, Virginia Housing instituted a reinstatement program for its mortgage loan portfolio to provide financial assistance to Virginia Housing-eligible homeowners to eliminate or reduce past-due payments associated with homeownership. The full HAF program was launched on January 3, 2022, utilizing the pilot program's honed processes, policies, and system requirements. The full VMRP is expected to end September 30, 2026, or when HAF funds are fully reserved, whichever comes first.

"IEM has continued to exceed all of our expectations while managing our Disaster Case Management Program. We have always placed a focus on helping our local jurisdictions and communities, and IEM should be commended for their willingness to support and promote these efforts. We have learned an incredible amount of information from IEM's talented, experienced, and passionate professionals on their team. It has been extremely rewarding working with IEM, and we appreciate all they have done for our state, and we look forward to partnering with them going forward."

—Jake Ganieany, Bureau Chief, Montana Department of Military Affairs, Disaster and Emergency Services

Reference #3: Florida Division of Emergency Management	
<b>Project Title:</b>	State Individual Assistance (IA) Support, Hurricanes Ian and Idalia
<b>Period of Performance:</b>	Oct. 2022 – Nov. 2022; Sept. 2023 – Nov. 2023
<b>Point of Contact Name and Title:</b>	Ian Ohlin, State Individual Assistance Officer
<b>Email:</b>	<a href="mailto:ian.ohlin@em.myflorida.com">ian.ohlin@em.myflorida.com</a>
<b>Phone Number:</b>	850.273.3345
<b>Description of Services:</b>	IEM supported response and recovery operations, including transitional sheltering and direct housing assistance for the 2022 Hurricane Ian and 2023 Hurricane Idalia. IEM provided subject matter expertise to the Florida State-led Disaster Housing Task Force, which involved contributing to developing an operating charter, subsequent bylaws, and daily consultation related to disaster housing and long-term recovery group formation.

Reference #4: Colorado Department of Public Safety, Division of Homeland Security and Emergency Management	
<b>Project Title:</b>	Strategic Action Planning for Individual Assistance
<b>Period of Performance:</b>	Aug. 2022 – Dec. 2024
<b>Point of Contact Name and Title:</b>	Christopher Hudak, State Disaster Recovery Manager
<b>Email:</b>	<a href="mailto:christopher.hudak@state.co.us">christopher.hudak@state.co.us</a>
<b>Phone Number:</b>	303.877.8313
<b>Description of Services:</b>	The Colorado Department of Public Safety sought professional disaster recovery services to manage state-level responsibilities for Federal Emergency Management Agency (FEMA) Individual Assistance (IA) programs, including Mass Care, Disaster Case Management, Housing Assistance, and Voluntary Agency Coordination.

Reference #5: Washington Military Department, Emergency Management Division	
<b>Project Title:</b>	Individual Assistance Program Development
<b>Period of Performance:</b>	July 2022 – June 2023
<b>Point of Contact Name and Title:</b>	Taylor Dietz, Human Services Program Supervisor
<b>Email:</b>	<a href="mailto:taylor.dietz@mil.wa.gov">taylor.dietz@mil.wa.gov</a>
<b>Phone Number:</b>	253.302.1338
<b>Description of Services:</b>	IEM developed a complete State Disaster IA Program plan and budget for the Washington Military Department Emergency Management Division. This program supports survivors with any disaster housing or unmet needs not covered by other forms of assistance.

## 2.0 STAFFING

IEM stands ready to provide all necessary disaster case management program staffing within 30 days of contract execution. We bring the experience to the project leadership to establish the outreach and intake processes immediately. For nearly two decades, we have partnered with a company at the forefront of disaster case management staffing and support. Together, we will ensure West Virginia can address the needs of impacted residents quickly, efficiently, and seamlessly.

Our staffing approach is to have our team on the ground to meet, onboard, get trained, and begin program execution within the first thirty days. Our Disaster Case Supervisor will continue to be onsite with the team for at least five days per month.

**Lisa Poziomek** will serve as the program's **Disaster Case Supervisor and Subject Matter Expert**. In this role, she will oversee the work of the Disaster Caseworkers, Construction Cost Analyst, and Administrative Assistant. Ms. Poziomek will perform her duties virtually in the state, remaining in close contact with the team on the ground and with EMD. She will have the backing and resources of the entire IEM team to provide expert oversight, coordination, and support to the service delivery team and ensure that all work is exemplary.

Ms. Poziomek will begin the project onsite to onboard, train, and manage the team. She will then commit at least five days a month onsite with her team throughout the program. She will also attend meetings with EMD and other partners as appropriate.



**Lisa Poziomek**  
Disaster Case Supervisor

Ms. Poziomek is a Mass Care and Human Services professional with over 19 years of experience in Disaster Response and Recovery Operations.

Ms. Poziomek gained extensive knowledge in disaster response and recovery from her background as a local Emergency Management Coordinator, Public Health Preparedness Coordinator, and Disaster Program Manager for the American Red Cross in Florida, which included responding to numerous major disasters locally, statewide, and nationally. Ms. Poziomek has assisted in developing localized guidance to document and streamline the public and individual assistance reimbursement process. She has also assisted local governments with generating preliminary damage assessments, developing volunteer and donation management programs, and administering programs for the Hazard Mitigation Grant Program and Mass Care and Logistics projects. Her notable disaster experience with local, state, and nonprofit organizations includes Hurricanes Katrina, Sandy, Isaac, Matthew, Irma, Dorian, Isaias, Eta, and COVID-19. Ms. Poziomek's innovative approach to problem-solving, ability to manage and lead teams, and hands-on disaster response, training and exercise development, recovery, and mitigation experience make her a valuable participant in numerous disaster projects.

### DEM offers a coordinated team from Day One with the following:

- Program and Onsite Leadership
- Go-Live Plan
- All-Hands-on Deck Approach
- Team Communications Plan
- Comprehensive Program Management Framework

### INITIAL STAFFING

During the initial phase of the program, throughout the first 30 days, our team will:

- Meet with EMD and partner organizations to get a feel for impacts on affected communities.
- Review the FEMA IA Applicants to determine baseline needs.
- Work with long-term recovery groups to assess available resources.
- Hire, train, and start initial local Disaster Caseworkers (2).
- Hire, train, and start local Construction Cost Analyst (1).
- Hire, train, and start a local Administrative Assistant (1).
- Begin disaster case management program.
- Begin to identify additional survivors qualified for the disaster case management program through outreach efforts and work with long-term recovery groups.

### PARTNERING FOR LOCAL SOLUTIONS



DEM has partnered with **MPACT Strategic Consulting LLC (MPACT)** to support the needs of West Virginians. MPACT has comprehensive case management and emergency services experience with a reputation for rapid deployment and delivering bilingual resources on the ground in response to any human services emergency. MPACT will provide Disaster Case Workers and Construction Cost Analysts for this program.

MPACT is a consulting and advisory services firm specializing in Emergency Management and Disaster Recovery. Founded in 2007 and headquartered in Houston, Texas, their team provides leadership in Program Management, Design, Case Management, Emergency Preparedness, Disaster Response, Recovery and Rebuilding, Grant Administration, and Compliance and Monitoring Services. The MPACT team of consultants is instrumental in providing COVID-19, FEMA HUD Community Development Block Grant – Mitigation (CDBG-MIT), and DR grant management and disaster recovery assistance to all levels of government, including federal, state, and local government entities. Their team of experts has assisted and continues to help communities across the nation recover from some of the most significant natural disasters. They have demonstrated both leadership and effectiveness to speed recovery and rebuild more resilient communities.

They have participated in disaster recovery programs and projects valued at \$100 million to over \$75 billion. In addition to these roles, MPACT team members have consulted and led FEMA and CDBG-DR-funded programs that required expert grant and case management assistance, including policy development, regulatory support and analysis, project management, program design and implementation, regulatory and compliance monitoring, fiscal management, training, and vendor oversight and management.

MPACT has comprehensive case management and emergency services experience with a reputation for rapid deployment and delivering bilingual resources on the ground in response to any human services emergency. As an emergency management and response company, they routinely recruit and deploy staff to affected communities in and outside the continental United States (such as Puerto Rico). Their deployments and case managers have worked

from California to Texas, New York to Florida, and Puerto Rico. They developed and implemented a community outreach plan to inform local governments, alternative housing vendors, and other stakeholders of alternative housing options to address and meet the needs of local communities after catastrophic events.

MPACT's Case Management and Emergency Shelter capabilities include:

- Rapid deployment
- Recruiting, onboarding, and training
- Procedure and compliance protocols
- Lodging options
- Intake evaluations
- Communications, outreach, and call center management
- Eligibility and application support
- Reporting and documentation

MPACT will bring the best local talent to serve as Disaster Caseworkers, Cost Construction Analyst, and Administrative Assistants. IEM will work with MPACT for comprehensive candidate vetting and training to ensure that each candidate is well-prepared and ready to support the State on the first day.

As each candidate is identified, IEM and MPACT will share their resume and credentials with EMD for agreement and approval. We know how important it is to EMD that the people of West Virginia receive the best care possible, so we will inform and include the Agency throughout the hiring and onboarding process.

## 2.2 COMPLIANCE WITH STATE & FEDERAL LAWS [ARFQ REQ. 4.1.1]

IEM will conform and comply with all applicable federal, state, and local laws, regulations, and ordinances, including, but not limited to, provisions according to FEMA Requirements outlined in 2 C.F.R. §200.326 as found in Attachment 1 of the ARFQ and has notified all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances.

## 2.3 STAFFING MATRIX [ARFQ REQ. 4.1.2-4.1.5]

Case management begins at the start of the response operation by local and national voluntary agencies on the ground. IEM staff have developed and delivered multiple case management programs for states through FEMA Disaster Case Management, humanitarian relief efforts, and CDBG-DR.

Using a survivor-centric approach, our team will provide insight into the State of West Virginia and Boone, Calhoun, Clay, Harrison, and Kanawha Counties, which are unmatched in the industry,

Our survivor-centric approach includes:

- Conducting comprehensive, individualized, strengths-based, and culturally responsive assessments of each client's disaster-caused needs.
- Establishing partnerships with all stakeholders to align resources to fulfill these needs.
- Delivering equitable, fair, and comprehensive disaster case management services.
- Empowering clients to proactively participate with their disaster case manager in the development and implementation of their disaster recovery plans.
- Aligning resources for the fulfillment of disaster-caused needs while addressing barriers to access, including those for people with disabilities, others with access and functional needs, and rural homes and isolated communities.

## SERVICES BY STAFFING CLASSIFICATION

IEM presents an outline of the expected services provided by each staffing classification below.

Position & Location	No. of Positions	Responsibilities
<b>Disaster Case Supervisor</b> Hybrid – Remote/Onsite	1	<ul style="list-style-type: none"> <li>Assisting with preparing and submitting documentation to FEMA.</li> <li>Providing leadership and coordinating all activities involved with Disaster Case Management</li> <li>Preparing programmatic progress reports to present to EMD at least monthly.</li> <li>Preparing and submitting reimbursement requests and financial tracking reports to EMD at least monthly.</li> <li>Overseeing the daily work of the Disaster Caseworkers, Administrative Assistant, and Construction Cost Analyst.</li> <li>Ensuring all staff signs appropriate confidentiality agreements.</li> <li>Attending meetings with community members and partner agencies.</li> <li>Identifying best practices to ensure the highest level of service and assistance is provided to communities.</li> <li>Completing Disaster Caseworker duties as needed.</li> <li>Communicate both internally and externally with all stakeholders.</li> <li>Other duties as assigned.</li> </ul>
<b>Disaster Case Worker</b> Onsite	2	<ul style="list-style-type: none"> <li>Conducting client outreach and completing intake processes for each applicant.</li> <li>Conducting home and community visits with applicants.</li> <li>Developing Individual Recovery Plans that include applicant input and EMD feedback as needed.</li> <li>Conducting follow-up visits to monitor and assess services.</li> <li>Documenting comprehensive background information, case history, updates, and progress.</li> <li>Preparing reports as requested.</li> <li>Documenting and consolidating data from sources such as timesheets, equipment records, and invoices.</li> <li>Assisting applicants in identifying and obtaining benefits and resources.</li> <li>Serving as liaison with social and community resources.</li> <li>Communicating both internally and externally with stakeholders.</li> <li>Other duties as assigned.</li> </ul>
<b>Administrative Assistant</b> Onsite	1	<ul style="list-style-type: none"> <li>Providing administrative support to all positions within the Disaster Case Management organizational chart.</li> <li>Attending meetings with community members and partner agencies.</li> <li>Other duties as assigned.</li> </ul>
<b>Construction Cost Analyst</b> Onsite	1	<ul style="list-style-type: none"> <li>Consulting with applicants, vendors, community partners, and others to discuss and formulate construction estimates.</li> <li>Comparing estimates to ensure applicants are receiving fair and equitable treatment.</li> <li>Preparing reports as requested.</li> <li>Preparing and maintaining a directory of supplies, contractors, and volunteer groups.</li> <li>Other duties as assigned.</li> </ul>

## 2.4 TIMELINE [ARFQ REQ. 4.1.6]

Our team will support an aggressive implementation schedule to demonstrate the prioritization of survivor needs. We will have staff on the ground and trained within 30 days. Soon after the contract award, our leadership team will meet with West Virginia leadership to review these outcomes and determine any additional areas for consideration or focus. As West Virginia transfers caseloads to our team, we will:

- **Understand the Caseload.** Review the cases and any documentation provided.
- **Conduct Client Outreach.** Connect with the disaster survivor or client to develop a relationship and ensure they understand we will be a new point of contact.
- **Partner with LTRGs.** Our case managers and leadership team will build collaborative relationships with local Long-Term Recovery Groups to ensure a solid understanding of the resources available to our clients.
- **Triage Needs.** Our case managers will assign a priority level to cases based on the priorities of the survivor, EMD, and the impacted local community; our team will regularly reassess client needs and availability of resources throughout the program.
- **Develop a Recovery Plan.** Our case managers will work with clients to develop a preliminary recovery plan based on the identified unmet needs.
- **Advocate for our Clients.** Caseworkers will work with clients to advocate for their needed recovery resources and move towards the goals identified in the disaster recovery plan, including reaching out to local advocacy groups on behalf of clients with access and functional needs.
- **Attend Meetings with West Virginia's Emergency Management Division.** Participate in meetings with EMD and identify Long-Term Recovery Groups to ensure all team members remain on the same page.
- **Monitor Recovery Plan.** Caseworkers will continue connecting with clients throughout their recovery to ensure they progress toward their recovery goals.
- **Report on Progress.** Caseworkers and our leadership team will maintain electronic files to ensure quality assurance and control checks can be conducted, and our team can report on our progress.

## 2.5 STAFFING CHANGES [ARFQ REQ. 4.1.8]

### STAFFING EXPANDED FOR GAP COVERAGE

After the first sixty days, the leadership team should have a baseline understanding of additional community needs to determine where and when additional Disaster Caseworkers and other staff should be placed for gap coverage. Our team will confer with EMD to make decisions regarding additional staffing, then partner with MPACT to recruit, train, and onboard local talent. We will submit multiple resumes to EMD as appropriate from which to select the most qualified candidates to replace or augment initial staff.

If any staff needs to be replaced, whether at the direction of the State or due to staff voluntary departure—IEM and MPACT will ensure that the State is involved in selecting replacement candidates and done within the ten-business-day timeframe as specified in the RFP.

## 2.6 PROVISION OF SUPPLIES & EQUIPMENT [ARFQ REQ. 4.1.13]

IEM staff and subcontractors will provide all supplies and equipment necessary to complete all the required work, including computers, hardware, software, network equipment, internet access, cell phones, and additional requirements. We understand we will not be permitted to connect to the State network.



## 3.0 RESUMES [ARFQ REQ. 4.2.1]

IEM presents resumes for the following proposed staff members:

- [Lisa Poziomek](#) – Disaster Case Supervisor
- [Viviana Huerta](#) – Disaster Case Worker
- [Angel Reed](#) – Disaster Case Worker
- [Reginald Webb](#) – Disaster Case Worker
- [Melinda Estrada](#) – Administrative Assistant
- [Peggy Davis](#) – Construction Cost Analyst
- [Wallace Dobbins](#) – Construction Cost Analyst





**Lisa Poziomek**  
*Disaster Case Supervisor*

*Ms. Poziomek is a Master Exercise Planner with over 19 years of experience in Disaster Response and Recovery Operations.*

## 19+ YEARS

EXPERIENCE IN DISASTER  
RESPONSE & RECOVERY

### EXPERTISE

- ▶ Case Management
- ▶ Disaster Response
- ▶ EOC Operations & Solutions
- ▶ Emergency Management
- ▶ Mass Care
- ▶ Individual Assistance
- ▶ Program Development & Management
- ▶ Strategic Planning
- ▶ Project Management

### EDUCATION

- ▶ B.S., Emergency Management,  
Indian River State College, 2022

### CERTIFICATIONS & TRAINING

- ▶ Master Exercise Planner
- ▶ Florida Professional Emergency Manager
- ▶ Over 120 FEMA, State, and locally delivered courses
- ▶ Certified Healthcare Emergency Professional
- ▶ Incident Command System Instructor
- ▶ FEMA EMI Courses
- ▶ EM Basic Academy Instructor

## PROFESSIONAL QUALIFICATIONS

Ms. Poziomek gained extensive knowledge in disaster response and recovery from her background as a local Emergency Management Coordinator, Public Health Preparedness Coordinator, and Disaster Program Manager for the American Red Cross in Florida, including responding to numerous major disasters locally, statewide, and nationally.

Ms. Poziomek has assisted in developing localized guidance to document and streamline the public and individual assistance reimbursement process. She has also assisted local governments with generating preliminary damage assessments, developing volunteer and donation management programs, and program administration for the Hazard Mitigation Grant Program and Mass Care and Logistics projects. Her notable disaster experience with local, state, and nonprofit organizations includes Hurricanes Katrina, Sandy, Isaac, Matthew, Irma, Dorian, Isaias, Eta, Ian, Idalia, and COVID-19.

Ms. Poziomek's innovative problem-solving approach, ability to manage and lead teams, hands-on disaster response, training and exercise development, and recovery and mitigation experience make her a valuable participant in numerous disaster projects.

## EXPERIENCE

### Disaster Response Specialist III, IEM | 2021-Present

- Provides Emergency Management expertise in developing plans, training, and exercises for LUMA power company in Puerto Rico to ensure compliance with federal and regulatory requirements.
- Supported the Florida Division of Emergency Management (FDEM) by coordinating the community vaccination programs for the COVID-19 response.
- Coordinating efforts with the FDEM operations section, legal, city, county officials, and vendors to support Health Equity sites throughout the state.
- Provides guidance and technical support to site managers to ensure safe and efficient operations.

### State of Illinois Division of Emergency Management

- Provided guidance, technical support, and documentation to assist with the development of knowledge management tools and build out WebEOC processes.

### DR-4734 Hurricane Idalia -State of Florida Division of Emergency Management

- Led the site development and coordination of the Florida Division of Emergency Management (FDEM) disaster housing project, coordinating County Emergency Management, FDEM, and Federal partners. Worked with multiple entities to establish the non-congregate sheltering site, build out infrastructure, and coordinate resources for disaster survivors to begin recovery.

## CERTIFICATIONS & TRAINING (CONTD)

- ▶ HERT Train the Trainer
- ▶ Master Exercise Practitioner

- Tracked all work utilizing a Smartsheet system to manage the status of survivors and outreach times and identified unmet need types to be able to compile data to assess trends in survivors' needs based on demographics.
- Assisted emergency management staff with program stakeholders' engagement and provided subject matter expertise in Mass Care and Individual Assistance.

## Paso Del Norte Region Training and HSEEP Exercise Development

- Developed and delivered training for the four regional plans previously developed for the five counties in Texas and New Mexico and one tribal nation in Paso del Norte.
- Developed exercise and all documentation and delivered Tabletop Exercise Missing Link for the region, focusing on supply chain and regional coordination.
- Designed and developed all documents, led a team, and led the delivery of Functional Exercise Operation Rolling Thunder, focused on mass evacuations and sheltering.

## DR-4673 Hurricane Ian State of Florida Division of Emergency Management

- Subject matter expert for reviewing and developing programmatic documents to support Florida Division of Emergency Management (FDEM) Human Services needs in Florida, including developing a Mega Shelter Plan and Assessment team protocols.
- Led Human Needs Assessment Teams in nine impacted counties to assist FDEM with resource allocation and identifying unmet needs.
- Assisted Lee County Electric Coop (LCEC) with establishing a SitRep and direct reporting to the Governor's office for situational awareness

## American Rescue Plan Act (ARPA) Tarrant County, Texas

- Supported initial program development, providing input in application development, tracking processes, and eligibility determinations.
- Reviewed applications and provided the county with the award recommendations.
- Worked with applicants to collect missing documentation.
- Assisted with the closeout of the grant and cleanup of files and emails.

## DR- 4671 Hurricane Fiona-LUMA Power Company in Puerto Rico

- Responded to Hurricane Fiona and served as the Incident Commander, leading the field teams and coordinating with the Company and Public Assistance teams.
- Established meeting schedules, developed Incident Action Plans, and provided ICS refresher training for LUMA staff.

## Bryant County Georgia Tornado Response

- Responded to impacted areas and supported the county with Public Assistance guidance.
- Developed a Situation Report template for the county to assist with communications to Leadership.
- Assisted with After-Action meeting and developed the After-Action Report for Bryant County.

## LUMA Power Company Puerto Rico Emergency Management Program Development

- Provided Emergency Management expertise in developing plans, training, and exercises for LUMA power company in Puerto Rico to ensure compliance with federal and regulatory requirements.
- Provided Incident Command System training to all Emergency Operations Center staff.
- Developed and delivered exercises to validate the programs and plans.

## DR- 4486 COVID-19 Florida Division of Emergency Management

- Coordinated efforts with the FDEM operations section, legal, city, county officials, and vendors to support Health Equity sites throughout the state.
- Provided guidance and technical support to site managers to ensure safe and efficient operations.
- Led Region 5 Incident Management Team and oversight of community vaccination sites in nine counties.

## Various Roles, Martin County, Florida | 2014-2021

### Emergency Management | 2018-2021

#### Public Health Preparedness Manager | 2014-2018

- Led in the development and maintenance of All-Hazard Plans, including:
- Local Mitigation Strategy, Recovery and Mass Casualty
- Mass Evacuation and Sheltering for coastal communities within 10-mile EPZ

#### DR-4486

- Led the County's response to the COVID-19 pandemic, regularly coordinating with Florida Division of Emergency Management and Florida Department of Health personnel, County and city staff, Non-Governmental Organizations, the business community, and stakeholders.
- Successfully initiated procurement of needed Personal Protective Equipment, implementation of multiple community testing sites, coordination of reliable public information, non-congregate sheltering options, and set up a site for Point of Dispensing operations for the county.

#### DR-4468

- Led County response as Operations Manager to Hurricane Dorian, coordinating evacuations, sheltering, public information, and all other aspects of emergency response.
- Provided technical assistance for WebEOC end users in the EOC. Managed logistics throughout the operation, ensuring all resources needed for response and recovery were available.
- Coordinated with County, Cities, and Private Nonprofits to conduct rapid damage assessment and submit costs to the State of Florida, demonstrating the County had exceeded its Per Capita Impact Indicator, ensuring eligibility in Public Assistance categories A-G.

#### EM-3551

- Led County response as Operations Manager to Hurricane Eta, coordinating evacuations, sheltering, public information, and all other aspects of emergency response.
- Provided technical assistance for WebEOC end users in the EOC. Managed logistics throughout the operation, ensuring all resources needed for response and recovery were available.

#### EM-3533

- Led County response as Operations Manager to Hurricane Isaias, coordinating evacuations, sheltering, public information, and all other aspects of emergency response.
- Provided technical assistance for WebEOC end users in the EOC. Managed logistics throughout the operation, ensuring all resources needed for response and recovery were available.
- Coordinated with County, Cities, and Private Nonprofits to conduct rapid damage assessment and submit costs to the State of Florida, demonstrating the County had exceeded its Per Capita Impact Indicator, ensuring eligibility for Public Assistance.

#### DR- 4567

- Led County response as Operations Manager to Hurricane Isaias, coordinating evacuations, sheltering, public information, and all other aspects of emergency response.
- Coordinated with County, Cities, and Private Nonprofits to conduct rapid damage assessment and submit costs to the State of Florida, demonstrating the County had exceeded its Per Capita Impact Indicator, ensuring eligibility for Public Assistance.

## Martin County, FL Public Health Preparedness Manager | 2014-2018

### CBRNE and Chem Pack Program Development

- Led the Hospital Emergency Response Teams program development and training in response to CBBRN incidents.
- Managed and coordinated the Chem Pack program in coordination with the hospital system and state and federal partners.
- Provided training and exercises for the Strategic National Stockpile Program with all stakeholders.

#### DR-4337 and DR-4283

- Supported County response to Hurricanes Matthew and Irma, coordinating evacuations, sheltering, public information, and all emergency response.
- Supervised implementation of the County's locally developed special needs sheltering program and ensured successful housing placement post-disaster in coordination with Elder Affairs.
- Managed federal preparedness grant with budget development, purchasing, and quarterly reporting.
- Provided multi-agency/multi-jurisdictional training and HSEEP-compliant exercises focused on public health emergencies.

#### Disaster Program Manager, American Red Cross | 2009-2014

##### DR 1602

- Deployed to Baton Rouge, Louisiana, as Mass Care Feeding Supervisor in response to Hurricane Katrina.
- Managed feeding routes, staff, and meal selection at the shelters in Louisiana.
- Managed staffing and food distribution for 12 trucks delivering from the warehouse.
- Worked with local representatives to ensure the employment of locals for catering services.
- Managed warehouse logistics, ensuring accountability and resource tracking.

##### DR 4020

- Deployed to Maine and New Hampshire as Staffing Lead in response to Hurricane Irene.
- Worked with local staff to ensure the needs of the areas impacted by Hurricane Irene were being met and policies for local responders were being followed.
- Provided lodging and staff assignments for incoming staff deployed nationwide.

##### DR 4085

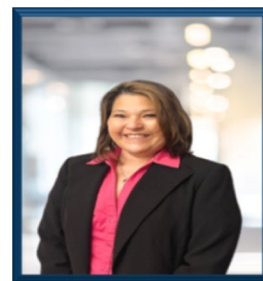
- Deployed to New York for Hurricane Sandy as Government Operations Liaison.
- Led the fusion center and coordinated with FEMA to develop a recovery guide utilized at Disaster Recovery Centers in the state.
- Developed and managed demobilization plans and activities for Mass Care programs.

## SPEAKING ENGAGEMENTS AND PUBLICATIONS

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- Poziomek, L 2021 Liaison Officer Governors Hurricane Conference West Palm Beach, Florida
- Poziomek, L 2023, January. Lesson Learned: Navigating the way through Group Site Development Florida Emergency Preparedness Association Annual Meeting Walton County, Florida

**MS. HUERTA** has 23 years of diverse work experience with The Department of Labor (DOL), the Department of Housing and Urban Development (HUD), and the Office of Refugee Resettlement (ORR). Ms. Huerta has successfully served in various roles, including Eligibility Specialist, Director, and Project Manager. Ms. Huerta is fluent in both English and Spanish and has assisted in implementing diversity inclusion programs as well as Equality inclusion awareness training for employees.



### Expertise

- ◆ HUD CDBG-DR
- ◆ Compliance & Monitoring
- ◆ CDBG-CV Eligibility
- ◆ CDBG-CV Quality Assurance
- ◆ Social and Human Services Case Management
- ◆ Subrecipient Data Integrity Auditor
- ◆ Bilingual – Spanish

### Education

- ◆ Bachelor of Arts Modern Languages & Government  
University of Texas Rio Grande Valley

### Certifications

- ◆ Certified Texas Contract Manager, Texas Office of the Comptroller
- ◆ Certified Fraud Examiner Association of Certified Fraud Examiners

## Relevant Projects

### **San Marcos, Texas (Remote) – United States Department of Agriculture (USDA) || Deputy Project Manager**

Ms. Huerta served as the Deputy Project Manager on the Discrimination Financial Assistance Program (DFAP), which was designed to assist farmers, ranchers, and landowners who had been discriminated against in the past. As management on this project, Ms. Huerta assisted with employee interviews and hired 45 employees located throughout the country. In addition, Ms. Huerta helped secure and distribute office equipment to all hired employees. She also provided hands-on and on-site training to new hires. Ms. Huerta actively attended events throughout the country to assist the DFAP Team with bilingual outreach, eligibility, and submission of program applications. She approved, arranged, and assisted with all travel arrangements, and Ms. Huerta built strong relationships with program participants and partners to ensure the success of the project.

### **New York City, New York – New York City Emergency Management (NYCEM) || Project Coordinator**

Ms. Huerta served as the Project Coordinator for refugees arriving in New York City from Texas. In this role, Ms. Huerta coordinated efforts with NYCEM, Local Non-Profit organizations, the NYC Transit Police Department, and the National Guard to ensure that refugees were provided with housing, meals, and information on local resources. Ms. Huerta assisted in guiding and informing partners through immigration requirements and assisted in communicating information to arriving refugees in Spanish.

### **Pomona, California – Office of Refugee Resettlement || Project Hope || Director of Case Management and Eligibility**

Ms. Huerta was the Director of Case Management and Eligibility. In this role, Ms. Huerta communicated and provided compliance direction to a team of more than 350 case managers, Unaccompanied Youth, and Potential Sponsors in both English and Spanish. Ms. Huerta worked effectively with partners, including federal, state, county, and local officials, to assist in the reunification of families separated at the US border. She also tracked, reported, and ensured statistical performance to meet contractual goals. She addressed human resources matters and assisted in the creation and implementation of programmatic systems and measures to aid the team in program performance.

### **Missouri City, Texas – Corona Virus Pandemic || Rental, Mortgage, and Utility Assistance Program**

Ms. Huerta assisted a team of Program Consultants with both English and Spanish-speaking residents. Ms. Huerta was responsible for bilingual outreach, case management, and QA/QC of applicants. Ms. Huerta successfully qualified over 120 residents for three consecutive months of assistance, resulting in Missouri City being awarded additional funding for continued relief.

### **Fort Bend County – Corona Virus Pandemic || Rental, Mortgage, and Utility Assistance Program**

Ms. Huerta was responsible for QA/QC for all applications submitted. In this role, Ms. Huerta reviewed applications and reached out to non-profit program consultants, county officials, and MPACT team members for additional eligibility support. In addition, she assisted the team by personally reaching out to applicants to ensure grant compliance. Under Ms. Huerta's guidance the team successfully qualified and awarded over 10,000 applicants with assistance.

### **City of San Marcos, Texas – Memorial Day Flood and Halloween Floods || Rehabilitation and Relocation Program (CDBG-DR)**

Ms. Huerta worked closely with City staff to successfully rehabilitate and rebuild homes damaged after residents were flooded twice within months. In her role, she successfully reached out to residents in both English and Spanish and went door-to-door in the affected neighborhoods. She conducted bilingual community outreach meetings to ensure participation in the program. Ms. Huerta also obtained eligibility support from participants and calculated and detailed the duplication of benefits for applicants. Ms. Huerta worked with the City's HUD Manager to assist in the procurement of builders and to relocate residents to HUD-compliant temporary housing while homes were being built. As a result, the City of San Marcos was able to assist ten residents with new stick-built homes and one rehabilitation.

### **Internal Revenue Service – Property Settlement Examiner || Bilingual Tax Examiner**

Ms. Huerta was a bilingual tax examiner and reviewed tax returns to ensure all deductions reported on yearly tax returns were compliant with IRS tax codes. She documented any disallowed costs, and she verbally explained to taxpayers why costs were disallowed. She then provided them a written notice advising them of the findings and the costs disallowed and also advised them on possible ways to resolve the discrepancies found. Ms. Huerta performed her work duties in both English and Spanish.

### **Texas Workforce Commission – Subrecipient Monitoring || Auditor III**

Ms. Huerta served as a program auditor for both small contracts and state-funded workforce programs. As an Auditor III, Ms. Huerta conducted desk reviews in preparation for on-site reviews, scheduled review dates, and conducted on-site reviews of local workforce boards to ensure compliance with programs including Childcare Management, Supplemental Nutrition Assistance Program (SNAP), TANIF, and Workforce Investment Act Youth and Adult Programs. She conducted exit reviews of potential issues and findings and provided thoroughly written reports of audit findings.

## **Employment History**

<b>MPACT Strategic Consulting, LLC   Compliance Manager</b> <i>Houston, TX</i>	<b>2017 – Present</b>
<b>Texas Workforce Commission   Auditor III</b> <i>Austin, TX</i>	<b>2012 – 2015</b>
<b>Internal Revenue Service   Property Settlement Bilingual Tax Examiner</b> <i>Austin, TX</i>	<b>2009 – 2011</b>
<b>Management and Training Corporation   Job Corps Project Manager</b> <i>San Marcos, TX</i>	<b>2000 – 2008</b>



**Viviana Huerta**  
**Disaster Case Worker**

**Ms. REED** has worked with MPACT as a Case manager conducting outreach for USDA and case assessment. Before that, she worked as a Vocational Rehabilitation Counselor, managing cases and assisting applicants and employers with finding jobs and workers who best suit their needs. She works with people with all types of disabilities and other counselors to prepare individuals for working in an integrated setting.

### Expertise

- ◆ Case Management
- ◆ Leadership
- ◆ Data Entry
- ◆ Microsoft Office
- ◆ Conflict Resolution

### Education

- ◆ MBA Legal Studies  
*University of Arizona, 2022*
- ◆ B.S. Criminal Justice  
*American Intercontinental University, 2016*

## Employment History

### **Case Manager || MPACT Consulting, 2023**

While working with MPACT Consulting, Ms. Reed has conducted outreach for the USDA initiative as well as performed case assessments, including collecting documentation. She has reached out to applicants to provide appropriate resources and responded to their questions in a timely manner.

### **Workforce Development Specialist || Goodwill Industries. 2022-2023**

Ms. Reed was a Certified Proctor and conducted and prepared audits. She served as the point of contact between executives and stakeholders, managing the flow of information in a timely and accurate manner. She coordinated travel arrangements and detailed travel itineraries as well as drafted, reviewed, and sent communications on behalf of executives. Ms. Reed answered and responded to phone calls, communicating messages and information to the appropriate division. She organized and prepared for the meetings, including taking dictation and minutes to disseminate to the team with follow-up actions and tasking the progress of assigned action items. In addition, Ms. Reed maintained filing and database systems and provided guidance on how to improve current processes. She also facilitated stipends for various divisions.

### **Vocational Rehabilitation Counselor || The Choice Group, 2022-2023**

Ms. Reed worked as a Vocation Rehabilitation Counselor, matching job employers and applicants to a specific job that suits the employer's needs and the applicant's talents, ensuring candidates have the right skills for the job. She helped candidates with their resumes, conducted mock interviews, and monitored job retention. Ms. Reed conducted situational assessments to help determine a person's ability to work in an integrated workspace and help with on-the-job training when an applicant was placed in a job. She helped students obtain work experience in the summer and worked with people with all types of disabilities and other counselors to prepare individuals for working in an integrated setting. She managed cases and prepared and conducted audits.

### **Reimbursement Specialist/Case Manager Temp/Contract || Acro Staffing Corporation, 2015**

In this role, Ms. Reed served as the point of contact for patients, providers, and insurance companies. She retrieved prior authorizations from insurance companies and performed benefit investigations.

**MR. WEBB** possesses over 17 years of experience in Disaster Recovery. He has subject matter expertise in Hazard Mitigation, Federal Grant Administration application compliance, and Community Outreach. He interprets rules and regulations pertaining to Hazard Mitigation Assistance and provides oversight and guidance on related programs. He has extensive knowledge of FEMA Public Assistance and FEMA guidelines. He is also a Program Delivery Manager and a Site Inspector.



### Expertise

- ◆ FEMA Hazard Mitigation
- ◆ Disaster Recovery
- ◆ Compliance
- ◆ Grant Administration
- ◆ FEMA Public Assistance

### Education

- ◆ B.A. Sociology  
*Benedictine College*
- ◆ A.S. General Study  
*Glendale Community College*

### Certifications

- ◆ PDMG
- ◆ Site Inspector
- ◆ FEMA Trained
- ◆ FEMA Individual Assistance
- ◆ FEMA Public Assistance

## Relevant Projects

### **Texas COVID-19 Pandemic Response DR 4485 || FEMA Public Assistance Program, Grant Management Services**

Mr. Webb verifies financial compliance pertaining to the project scope and Federal Public Assistance Guidance for local and state COVID-19 response programs. He reviews and reconciles clients' force account material, force account labor, force account equipment, invoices, and proofs of payment for reimbursements. He notes all file discrepancies to be included for information from vendors. Mr. Webb holds weekly meetings to provide stakeholders with status updates on progress and program deliverables. He also maintains the client portal and database.

### **DR – 4580-CT, 4588-NC, 4598-MS, 4621-VT, 4618-PA, 4637-TN || CRC Specialist**

Mr. Webb was responsible for reviewing and validating the Applicant's claim for completed work reimbursement. He used essential elements of information to develop project damages, dimensions, and descriptions to develop the project's scope of work and cost. He routinely submitted a request for information through the Grants Manager needed to complete the project formulation. Mr. Webb identified any eligibility issues during the project review and formulation process and completed determination memos when applicable.

### **Hurricane Harvey DR 4332 || FEMA Public Assistance Grant Management and Hazard Mitigation**

Mr. Webb was the Program Delivery Manager and primary point of contact for Applicants, providing customer service and program guidance. He facilitated and coordinated funding activities for applicant recovery. He used the new Public Assistance delivery model to determine eligibility and special considerations within the process. He set high expectations with staff for delivery operations, project management, and technical proficiency. He conducted weekly program meetings with applicants to gather essential compliance documents, provide status updates, and answer questions. As a 406 Mitigation Specialist, he was responsible for identifying, developing, analyzing, and preparing hazard mitigation grant proposals for FEMA under Section 406 of the Stafford Act. Mr. Webb collaborated with stakeholders (federal, state, local, and private) to coordinate creative and feasible hazard mitigation strategies in compliance with regulatory requirements. He led the team responsible for developing benefit-cost analyses to demonstrate the cost-effectiveness of the proposed mitigation project. In addition to attending site inspections for mitigation opportunities, he completed and uploaded inspection reports into the grant management database for tracking.

## **Governor's Office of Homeland Security and Emergency Preparedness DR 1603-LA || Hazard Mitigation and Closeout**

Mr. Webb provided oversight and general assistance to applicants in preparing documentation and information to expedite closeout for federally funded grants awarded through HMA programs. He monitored applicant projects, performed closure activities, and communicated findings to management. He also performed field inspections and documented homeowner housing compliance. His additional duties included following up on work completion, educating and interviewing program participants on housing regulations, conducting research interviews, and responding to inquiries related to inspections.

## **Governor's Office of Homeland Security and Emergency Preparedness || Grant Administration**

Mr. Webb led the administration of Hazard Mitigation Grants to city and parish governments. He reviewed Hazard Mitigation Grant applications for compliance with Federal Codes. He also managed mitigation project activities throughout the project life cycle, completed spreadsheets to track project expenditures, briefed management on regional status and open projects, and worked with teams to manage obligated funds to sub-grantees. He planned the daily activity of all regional Hazard Mitigation Grant projects and funds.

## **Shaw || Hazard Mitigation and Community Outreach**

Mr. Webb assisted over 3000 Hazard Mitigation Grant applicants. He completed detailed reports, maintained expenditures for project allocations, and supervised the team responsible for processing and compliance. He advised and consulted Senior Management on process improvements for more effective tracking and reporting methods. He performed Recovery verification, tracked over 200 grant applications for recovery status, and submitted refund requests.

## **Employment History**

<b>MPACT Strategic Consulting, LLC   Compliance Manager</b> <i>Texas</i>	<b>2020 – Present</b>
<b>National Disaster Recovery Technical   Program Delivery Manager</b> <i>Texas, Tennessee, Mississippi, North Carolina</i>	<b>2017 -2022</b>
<b>Governor's Office of Homeland Security/ Emergency Preparedness   Closeout Specialist</b> <i>Louisiana</i>	<b>2015-2017</b>
<b>Shaw Group Inc.   Community Outreach Assistant</b> <i>Louisiana</i>	<b>2009-2012</b>
<b>Governor's Office of Homeland Security/Emergency Preparedness   Grant Administrator</b> <i>Louisiana</i>	<b>2006-2008</b>

**MRS. ESTRADA** possesses over five years of experience as a data analyst and an emergency management/disaster recovery consultant. She has direct experience with the Grant Care software, specifically case management, reviewing applications across all categories of work, performing initial eligibility reviews, and generating reports to track and monitor the status of applications from formulation through closeout. Additionally, Ms. Estrada has extensive experience evaluating payment request forms as well as developing actionable plans for implementing recommendations.



## Relevant Projects

### City of Sugar Land – Economic Development || Great Homes Update Program

Mrs. Estrada currently serves the City of Sugar Land, specifically the Economic Development Department. She provides administrative, call center, and case management support to service the Great Homes Update Program. She manages the City of Sugar Land application portal while also managing the City's daily task software. She reviews applicant files for missing data, documents, and information to provide progress reporting as required by the City of Sugar Land. She performs Quality Control/Quality Assurance for all applications submitted, are performed daily. Mrs. Estrada completes weekly staff reporting for review, including assurance of funds distributed to assist with the 500k distribution to applicants. Mrs. Estrada is a huge contributor to the overall visual enhancement of the City of Sugar Land.

### Fort Bend County – COVID-19 || Emergency Rental Assistance Program

Mrs. Estrada oversaw the payment request team on this program as it relates to COVID-19 response and recovery for Fort Bend County. She reconciled submitted documentation for grants funded through the CARES Act and ARPA guidelines. She developed and implemented internal processes for eligibility assessments, compliance, and monitoring of case management production. Mrs. Estrada developed and implemented daily processes for program execution. Finally, she collaborated and communicated with the client and upper management regarding program objectives and goals. The Emergency Rental and Mortgage Assistance Program has provided aid for over 8,021 unique households, issuing out over \$38,530,417 in grant funds.

### Fort Bend County – COVID-19 || Rental, Mortgage, and Utilities Assistance Program

Mrs. Estrada served as a Case Manager for the Fort Bend County RMU program. As a case manager, she assisted over 100 residents of Fort Bend County who COVID-19 has impacted. Mrs. Estrada worked alongside the Fort Bend County Social Services Department by processing applicant documentation and assuring program guidelines were followed. She worked closely with applicants, homeowners, leasing companies, and utility companies to ensure those in need were assisted and processed as quickly as possible.

### Expertise

- ◆ Quality Control Analyst
- ◆ Payment Processor Specialist
- ◆ Client Relations Management
- ◆ Grant Care Management
- ◆ Case Management

### Training

- ◆ Preparing Workplaces for COVID-19
- ◆ Grant Care Certified
- ◆ CPR and First-Aid

### Certifications

- ◆ RSM

## Employment History

**MPACT Strategic Consulting, LLC | Data Analyst**

*Houston, TX*

**2019 – Present**

**Group 1 Automotive**

*Houston, TX*

**2019 – 2020**

**Children's Lighthouse**

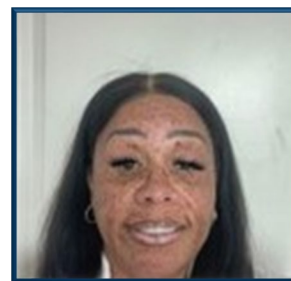
*Houston, TX*

**2018 – 2019**



**Melinda Estrada, RSM  
Administrative Assistant**

**MS. DAVIS** possesses seven years of experience in Disaster Recovery doing site inspections, damage assessments, and management. She comes with high recommendations of FEMA PA, CCPRS, and Leadership of PDMG groups and supports 5 PDMG with the largest workload of 278 total projects. She provides direction and a clear understanding of project workloads, requirements, and responsibilities.



### Expertise

- ◆ Site Inspections
- ◆ Damage Assessor
- ◆ PDMG
- ◆ FEMA PA

### Education

- ◆ Associates in Marketing  
Specialized Business Art  
*Institute of Pittsburgh*
- ◆ Bachelors in Business  
Management  
*Strayer University*

### Certifications

- ◆ State Farm Property and  
Auto Certified VACGYG
- ◆ TWIA Certified  
7/12/2022
- ◆ Louisiana Citizens  
Certified.
- ◆ FLODD CERTIFIED -  
0070009766

## Relevant Projects

### **Lead Emergency Work Specialist and Grants Manager DR4773 Hurricane Ian || Hagerty Consulting**

Ms. Davis's Team led Emergency Work and Force Account Labor, responsible for documenting and writing projects for Category B work for the City of Cape Coral. She led a team of four employees to review ICS-214's emergency-related activity to support Hurricane Ian emergency costs. She was responsible for QA/QC damaged assessments and insurance information to prevent duplication of benefits of green dollar, captured cost incurred contracts, and mutual aid. She also assisted with site inspection coordination and reviewed completed damage repairs for permanent work with temporary repairs.

### **Lead Manager and File Reviewer || Tidal Basin Group**

Ms. Davis was deployed to Alaska to lead a team of six IA inspectors. She was responsible for temperature checks and daily field assignments, updating file folders of applicants, and reviewing and correcting Xactimate, XACT contents, and inspections. She was QA and reporting back to the State of Alaska. She reviewed X1 claims for adjusters and liaisons between the state and adjusters to complete and review work and make corrections. She was responsible for texting each client for that day with the respective adjuster's photo and information.

### **Remote CAT Adjuster || Prime Consultants**

Ms. Davis handled weather related claims for d HCCC Claims for Hurricane Ida and other storms. She provided intake of claims and made the first point of contact for all insured claimants. She completed inspections of claimed damages, wrote and scoped damaged claims using Xactimate, and payout of claims according to state jurisdiction payment process.

### **Validation Specialist – CRC East || BJM Global /FLUOR Corporation**

Ms. Davis validated and reviewed FEMA Completed Lanes Projects for COVID-19 and all other disaster projects. She requested supporting documentation to validate the requested cost. She would write and scope projects to submit for obligation.

### **Program Delivery Manager/ Policy Advisor – DR4339 || CDM Smith / CCPRS DR4339 Hurricane Maria San Juan, Puerto Rico**

Ms. Davis supported the Health and Human Services Sector as a PDMG, supporting PNP applicants with grant completion. She assisted with BBA, Project and documentation support for Transmission lines and substation compilation to write

grant and submit to CRC. She reviewed Determination Memorandums (DM) to ensure validity in reference to supported and reasonable cost. She reconciled and packaged a memo for state appeal and sent the package to FEMA for the applicant appeal process.

#### **Task Force Lead – DR4332 || CDM SMITH/ CCPRS**

Ms. Davis served as a TFL for a PDMG group of six. Some of her duties included working with the governor's office on on-site inspections and damage assessments, the Memo process, coaching and mentoring PDMGs and managing operational objectives and priorities, tracking and reporting the progress of PDMG activities, and resolving issues. She managed and monitored the workload assigned to the PDMGs. She oversaw all customer service elements of Public Assistance to grant recipients and had effective communication with Applicants to achieve intended outcomes, and management of expectations. Ms. Davis provided PDMGs with relevant information on their assignments and certified understanding of the Applicant and potential workload. She ensured that PDMGs tracked and followed up on key activities throughout the delivery process, including maintenance of the PA Grants Manager, site inspections, Damage Description and Dimensions (DDD) for standard and specialized projects, and accurate project descriptions for completed/fully documented projects. She developed cost estimates for all FEMA applicants and reviewed projects for reasonable cost. Ms. Davis conducted regular reviews with PDMGs to discuss performance observations and provided coaching on identified areas for improvement and best practices. She validated and updated Project Projections based on FEMA's cost codes and current rates for all FA information. Lastly, she created closeout packages and estimates.

#### **PA Recovery SITE Inspector || CDM SMITH CCPRS/FEMA Contractor DR4332TX**

Ms. Davis assessed damages claimed by applicants during site inspections using (SIR) to collect data and create damage assessment and DDD for the PA grant. She gathered pertinent information through a combination of photos, sketches/drawings, and measurements taken during the inspection. Then she would upload all information into Grants Manager. She would create pins on Google Earth Pro to substantiate the facility and location of damages. Lastly, she would build floodplain maps to substantiate evidence of damage in a flood zone.

#### **Individual Assistance FEMA Recovery Site Inspector || Vanguard Emergency Management Deployments DR4332 Harvey (Texas), DR4337 Irma (Florida), DR4339 Maria (Puerto Rico)**

Ms. Davis assisted individuals with damaged home assessments and inspections from all three disasters. She had a wide range of inspection variations from single-family homes, trailers, RVs, and multi-level homes in PR. She completed over 200 inspections alone in DR4339.

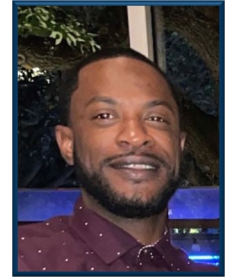
## **Employment History**

<b>Lead Emergency Work Specialist and Grants Manager    Hagerty Consulting</b> <i>Florida</i>	<b>2022-2023</b>
<b>Lead Manager and File Reviewer    Tidal Basin Group</b> <i>Texas</i>	<b>2022- 2022</b>
<b>Remote CAT Adjuster    Prime Consultants</b>	<b>2021-2021</b>
<b>Validation Specialist – CRC East    BJM Global /FLUOR Corporation</b>	<b>2021- Present</b>
<b>Program Delivery Manager/ Policy Advisor – DR4339    CDM Smith / CCPRS DR4339</b> <i>San Juan, Puerto Rico</i>	<b>2020-2020</b>
<b>Technical Contractor- DR4339    CDM Smith/ CCPRS</b> <i>San Juan, Puerto Rico</i>	<b>2019-2020</b>
<b>Task Force Lead – DR4332    CDM SMITH/ CCPRS</b> <i>San Juan, Puerto Rico</i>	<b>2019-2019</b>
<b>PA Recovery SITE Inspector    CDM SMITH CCPRS/FEMA Contractor DR4332TX</b> <i>Texas</i>	<b>2018-2019</b>
<b>Individual Assistance FEMA Recovery Site Inspector    Vanguard Emergency Management</b>	<b>2017-2018</b>



**Peggy Davis**  
**Construction Cost Analyst**

**MR. DOBBINS** possesses ten years of construction and compliance expertise. He has performed a variety of rigorous quality assurance tasks, site inspection tasks, audits, and program delivery/management tasks and is well versed in project planning/management, FEMA Hazard Mitigation, and CDBG.



### Expertise

- ◆ Project Planning
- ◆ Hazard Mitigation
- ◆ Auditing
- ◆ Site Inspections
- ◆ CDBG
- ◆ QA/QC
- ◆ Project Management
- ◆ FEMA

### Education

- ◆ Associate of Applied Science: Process Technology Remington College
- ◆ Associate of Applied Science: Drafting and Design ITT Technical Institute

## Relevant Projects

### **Fort Bend County || Public Assistance Specialist/Auditor**

Mr. Dobbins audited, validated, and reconciled documentation submitted for Reimbursement Requests for Fort Bend County expenditures. He facilitated the delivery of Public Assistance grant funding on behalf of Fort Bend County; this includes developing the list of Emergency Response efforts and Force Account Labor hours, scheduling, summarizing applicant emergency efforts, and coordinating requests for information and questions. He worked with the applicants to resolve their program-related needs, ensuring projects were processed as efficiently and expeditiously as possible. He tracked and communicated the progress of all projects through the entire program delivery model in coordination with the applicant. He assigned QA reviews of grants to ensure accuracy, compliance, and proper supporting documentation obtained. He performed quality checks for grants to ensure compliance with federal rules, explaining guidance, policy, and regulations to partners and checking for understanding. He validated and reviewed applicant-submitted documentation. He developed damage descriptions and dimensions, scopes of work, and costs based on applicant-provided documentation. Lastly, he identified potential eligibility issues and addressed those issues in coordination with leadership in the field.

### **Construction Manager/Program Delivery Manager DR-4420-NE**

Mr. Dobbins managed 11 applicants with projects ranging from \$80,000 to 10 million dollars. He managed projects with over 100 Damage Inventory Line Items. Of the 11 applicants, the damages associated with the projects were technical and standard, such as utilities, dams, levees, roads, bridges, and buildings which were statewide. He managed project damages associated with technical and standard projects such as CAT A, CAT C, CAT D, CAT F, and CAT E. They are noted as follows: CAT A; managed and reported monitoring process and issues to leadership for debris removal such as Trees, Silt, Household Debris, White goods; reviewed and processed Landfill dump tickets, Truckload tickets. CAT C; Participated in site inspections documenting structural damage to assist in project formulation as well as mitigation opportunities. CAT F; Managed the Nebraska City Utilities District assisting in restoring the City's Wastewater Treatment Facilities, Power Station, and Township Powerlines. Reviewed and processed Landfill dump tickets, Truckload tickets for removal of debris. CAT D; managed The City of Peru's Drainage District removal of Trees, Mud, and Silt debris as well as inspected Broken Levee. He assisted in Stand in Interim Task Force Lead (TFL) while supervising eight Program Delivery Managers and their projects totaling 8 million. He provided management and customer service through various calls, plans, RFIs, and reviews. Additionally, he facilitated the delivery of Public Assistance

grant funding on behalf of Applicants; this includes scheduling site inspections, summarizing applicant damages, and coordinating requests for information and questions. He tracked and communicated the progress of all projects through the entire program delivery model.

### **Construction Site Inspector/Manager**

Mr. Dobbins worked closely with senior leadership and the engineering team to plan for and execute high-priority, multi-million-dollar projects. He observed and inspected work-in-progress at two sites to ensure construction processes were consistent with plans and followed generally accepted construction standards. He assured the projects were constructed in accordance with the approved construction plans, good construction practices, and applicable local, state, and federal permits and approvals. He coordinated with various contractor representatives on work scheduling, interpretation of plans and specifications, and acceptable materials and workmanship to ensure compliance with plan requirements. Additionally, he inspected materials on construction sites daily to ensure compliance with specifications and drawings. He discussed rejections of materials and deficiencies in construction methods with contractor representatives and supervisors. He documented rejected materials and workmanship that did not meet requirements. He gathered information, compiled written inspection reports, and performed related duties. He photographed and inspected construction sites, attended meetings, and prepared daily inspection reports and related correspondence to brief the team daily. Lastly, he prepared correspondence, completed forms, and maintained records and files related to work activities.

### **Construction Site Manager**

Mr. Dobbins worked closely with senior leadership and the engineering team to plan for and execute high-priority, multi-million-dollar projects for commercial roofing and spray coating applications. He acted as a liaison for multiple subcontractors during all project phases, ensuring schedules and completion dates were met according to approved time, quality, and cost estimates. He coordinated senior-level working groups and meetings and coordinated action items. He drafted project management templates and guides and managed and updated the intranet repository that housed project management resources. He provided on-site training for all personnel and organized presentations on project management templates and guides. Additionally, he worked closely with the project SharePoint sites and maintained content for various workstreams. He was instrumental in working with senior leadership and the team to prepare for monthly project reviews and audits for executive-level leadership. Lastly, he collaborated with the client team to develop new ideas to create additional value and efficiency for the project.

### **FEMA Quality Control Inspector**

Mr. Dobbins worked in the Individual Assistance program to provide housing aid to disaster victims by explaining FEMA provided documents and answering basic questions regarding the FEMA process. He conducted inspections, prepared/reviewed inspection documents for submission to FEMA, reviewed inspection documents of any project denials, and prepared documents for resubmission. He met with property owners/applicants to review and collect required reporting information for homes that have been damaged in a disaster. Finally, he made determinations on temporary emergency housing needs, such as rentals and trailers.

## **Employment History**

<b>Fort Bend County    Public Assistance Specialist/Auditor</b> <i>Houston, TX</i>	<b>2020-current</b>
<b>Construction Manager/Program Delivery Manager DR-4420-NE    Jacobs Engineering</b> <i>Houston, Tx</i>	<b>2019- current</b>
<b>Construction Site Inspector/Manager    Harris County Flood Control</b> <i>Houston, Tx</i>	<b>2019-2019</b>
<b>Construction Site Manager    Advance Tank &amp; Construction</b> <i>Houston, Tx</i>	<b>2017-2019</b>



**Wallace Dobbins**  
**Construction Cost Analyst**

## 4.0 EXHIBIT A - PRICING PAGE

IEM presents our Exhibit A – Pricing Page on the following page.



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

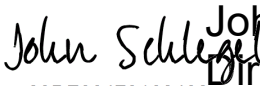
Section	Description	Unit of Measure	Estimated Quantity	Estimated Quantity of Positions	Unit Cost / Hourly Rate	Extended Cost
4.1.2	Contract Services #1 - Disaster Case Supervisor	Hourly	2,080	1	\$120.00	\$249,600.00
4.1.3	Contract Services #2 - Disaster Caseworker	Hourly	2,080	3	\$75.00	\$468,000.00
4.1.4	Contract Services #3 - Administrative Assistant	Hourly	2,080	1	\$60.00	\$124,800.00
4.1.5	Contract Services #4 - Construction Cost Analyst	Hourly	2,080	1	\$68.00	\$141,440.00
					Overall Total Cost	\$983,840.00

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:	IEM International, Inc.
Address:	2801 Slater Road Suite 200
City, St. Zip:	Morrisville, NC 27560
Phone No.:	919.990.8191
Email Address:	contracts@iem.com

DocuSigned by:

  
John Schlegel,  
Director of Finance and Pricing

89DF66479168493

Vendor Signature:

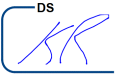
3/19/2024

Date:

## 5.0 DESIGNATED CONTACT/CERTIFICATION SHEET

IEM presents our Designated Contract /Certification Sheet on the following page.





**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.**

Ana María del Pino, Contract Administrator

(Name, Title)

(Printed Name and Title)

2801 Slater Road, Morrisville, NC 27560-8477

(Address)

(919) 990-8191 / (919) 237-7468

(Phone Number) / (Fax Number)

contracts@iem.com

(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.

IEM International, Inc.

(Company)

DocuSigned by:  
  
96AFBB0358AD47E

(Authorized Signature) (Representative Name, Title)

Keith Reynolds, Manager of Contract Administration

(Printed Name and Title of Authorized Representative)

3/15/2024

(Date)

(919) 990-8191 / (919) 237-7468

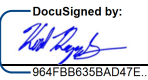
(Phone Number) (Fax Number)

## 6.0 PRIMARY CONTRACT MANAGER

IEM presents the Contract Manager designation as required from Addendum No. 2, Question 8.



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

<b>Contract Manager:</b>	Keith Reynolds  <small>964FBB635BAD47E...</small>
<b>Telephone Number:</b>	919.990-8191
<b>Fax Number:</b>	919.237.7468
<b>Email Address:</b>	contracts@iem.com

## 7.0 PURCHASING AFFIDAVIT

IEM presents our Purchasing Affidavit on the following 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: IEM International, Inc.

Authorized Signature:  Date: 3/6/2024

State of Louisiana

County of East Baton Rouge, to-wit:

Taken, subscribed, and sworn to before me this 6 day of March, 2024.

My Commission expires at death, 20  .

**AFFIX SEAL HERE**

**NOTARY PUBLIC**



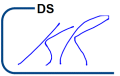
*Purchasing Affidavit (07/09/2021)*



## 8.0 ADDENDUM ACKNOWLEDGMENT FORM

---

IEM presents our Addendum Acknowledgment Form on the following page.



**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.: ARFQ HSE24\*11**

**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 checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input checked="" 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.

IEM International, Inc.

Company

DocuSigned by:

904FBB639BAD47E...

Keith Reynolds Manager of Contract Administration

Authorized Signature

3/15/2024

Date

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

Revised 6/8/2012

## 9.0 MBE/WBE CERTIFICATIONS

IEM is also a woman-owned and minority-owned business, and as such, we understand the value that minority and women-owned businesses bring to teams. We have the following certifications:

- Women's Business Enterprise (WBE) by the Women's Business Enterprise National Council (National Women's Business Enterprise Certification)
- National Women Business Owners Corporation (NWBOC) Minority-Owned Certification
- National Women Business Owners Corporation (NWBOC) Woman-Owned Certification

We have included copies of these certifications on the following pages.



WOMEN'S BUSINESS ENTERPRISE  
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

# National Women's Business Enterprise Certification

to

Innovative Emergency Management, Inc. DBA IEM

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

Certification Granted: May 31, 2001

Expiration Date: May 31, 2024

WBENC National Certification Number: 244942

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

Authorized by Roz Lewis, President & CEO  
Women's Business Center



NAICS: 541611, 541990  
UNSPSC: 80101600, 80101604, 80101606, 80101607, 80151605





MBE22052

CERTIFICATION NUMBER

01/16/25

EXPIRATION DATE

Certifies that:

## Innovative Emergency Management, Inc. DBA IEM

has successfully met the requirements of the NWBOC  
national certification program for certification as  
a minority-owned and minority-controlled business.

The identified business has qualified as an eligible Minority Business Enterprise (MBE) as set forth in NWBOC standards and procedures.

PHYLLIS HILL SLATER  
Board Chair, NWBOC

541611, 541618, 541690, 541990, 561990

NAICS Code(s)

01/17/22

Date

WWW.NWBOC.ORG

INFO@NWBOC.ORG | 800-794-6140 | 1101 East Cumberland Ave, Suite #301, Tampa, Florida 33602

TAMPERING OR ALTERING THIS CERTIFICATE IS, IN THE DISCRETION OF NWBOC, GROUNDS FOR TERMINATION OF CERTIFICATION.



NWBOC



WWW.NWBOC.ORG

WBE22051

CERTIFICATION NUMBER

01/16/25

EXPIRATION DATE

Certifies that:

**Innovative Emergency Management, Inc.  
DBA IEM**

has successfully met the requirements of the NWBOC  
national certification program for certification as  
a woman-owned and woman-controlled business.

The identified business has qualified as an eligible Woman Business Enterprise (WBE) as set forth in NWBOC standards and procedures.

**PHYLLIS HILL SLATER**  
Board Chair, NWBOC

541611, 541618, 541690, 541990, 561990

NAICS Code(s)

01/17/22

Date

WWW.NWBOC.ORG

INFO@NWBOC.ORG | 800-794-6140 | 1101 East Cumberland Ave, Suite #301, Tampa, Florida 33602

TAMPERING OR ALTERING THIS CERTIFICATE IS, IN THE DISCRETION OF NWBOC, GROUNDS FOR TERMINATION OF CERTIFICATION.



P.O. Box 110265  
Research Triangle Park, NC 27709

919-990-8191

[www.iem.com](http://www.iem.com)



**Notification of Change of State of Incorporation and Legal Name of  
Innovative Emergency Management, Inc. (a Louisiana corporation) to  
IEM International, Inc. (a Delaware corporation)**

To Whom It May Concern:

I am writing on behalf of Innovative Emergency Management, Inc., now known as **IEM International, Inc.**, to formally advise you of a recent change in our state of incorporation and our corporate legal name. This letter ensures that all our valued partners, including your agency, are fully informed of these changes. The company will continue to conduct business as **IEM**.

Change in State of Incorporation: As of January 16, 2024, Innovative Emergency Management, Inc. has changed its state of incorporation from Louisiana to **Delaware**, following a comprehensive review of the current legal and business environment and IEM's international presence.

Change in Corporate Legal Name: Concurrent with the change in state of incorporation, we have also rebranded our corporate identity. Effective January 16, 2024, Innovative Emergency Management, Inc. will legally operate under the new name **IEM International, Inc.**. This change reflects our evolving business model and expansion of services, as well as our strategic branding initiatives.

**Please be assured that these changes do not affect our existing contracts, obligations, shareholders, or business relationships.** Neither change represents a "change of control." The corporate entity remains the same, and all contractual agreements and understandings with your agency remain in full force and effect. Our Federal Employer Identification Number, DUNS number, and CAGE code remain unchanged. Additionally, our commitment to delivering high-quality services remains steadfast.

We request that you update your records to reflect our new state of incorporation and corporate legal name. All future correspondence, invoices, and documents should be addressed to IEM International, Inc., and any agreements or contracts in negotiation should be updated accordingly.

We appreciate your attention to this matter and the prompt update of your records. Our team remains available to assist with any further information or clarification you may need.

Thank you for your continued partnership and understanding. We look forward to maintaining and strengthening our business relationship.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Brad Tiffie', with a stylized flourish at the end.

Brad Tiffie  
Chief Administrative Officer

## 10.0 ARFQ FORM

IEM presents our ARFQ Form on the following pages.



**State of West Virginia  
Agency Request for Quote**

**Proc Folder:** 1385313  
**Doc Description:** Disaster Case Management Staffing  
**Reason for Modification:** Addendum 2

**Proc Type:** Agency Master Agreement

Date Issued	Solicitation Closes	Solicitation No	Version
2024-03-13	2024-03-20 10:30	ARFQ 0606 HSE2400000011	3

**BID RECEIVING LOCATION**

vwOasis Portal

**VENDOR**

**Vendor Customer Code:** VS0000010289  
**Vendor Name :** IEM International, Inc.  
**Address :**  
**Street :** 2801 Slater Road  
**City :** Morrisville  
**State :** North Carolina **Country :** USA **Zip :** 27560-8477  
**Principal Contact :** Keith Reynolds, Manager of Contract Administration  
**Vendor Contact Phone:** (919) 990-8191 **Extension:**

**FOR INFORMATION CONTACT THE BUYER**

Herbert Mickey Skeens  
(304) 558-2350  
herbert.m.skeens@wv.gov

**Vendor  
Signature X**

DocuSigned by:

*John Schlegel*

**FEIN#** 72-1045884

**DATE** 3/19/2024

**All offers subject to all terms and conditions contained in this solicitation**

**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

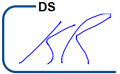
SCHEDULE OF EVENTS		
Line	Event	Event Date
1	Questions due by 2:00pm EST	2024-03-05

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

## 11.0 ATT. 1: FEDERAL FUNDS ADDENDUM; CONTRACTS, GRANTS, LOANS & COOPERATIVE AGREEMENT CERT.

IEM presents our signed Attachment 1, Federal Funds Addendum, and our Certification for Contracts, Grants, Loans, and Cooperative Agreement on the following pages.

## 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.

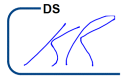
**State Level:** In the first solicitation, bid responses will be evaluated with applicable preferences identified in sections 15, 15A, and 16 of the “Instructions to Vendors Submitting Bids” to establish a contract for both standard state procurements and state federal funds procurements.

**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)**

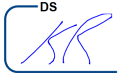
- a. The State confirms that it has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Those affirmative steps include:

- (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:**

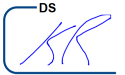
(2 C.F.R. § 200.327 and Appendix II)

(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.

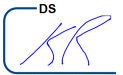
A copy of the current prevailing wage determination issued by the Department of Labor is attached hereto as Exhibit B. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The State will report all suspected or reported violations to the Federal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

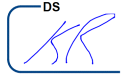
Vendor agrees that if this contract exceeds \$150,000, Vendor is to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the 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:** IEM International, Inc.

**By:**  \_\_\_\_\_  
964FBB635BAD47E...

**Printed Name:** Keith Reynolds

**Title:** Manager of Contract Administration

**Date:** March 15, 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, IEM International, Inc, 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.**

DocuSigned by:  
  
304F8B003B9B4F1E

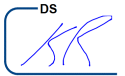
**Signature of Contractor's Authorized Official**

Keith Reynolds, Manager of Contract Administration

**Name and Title of Contractor's Authorized Official**

3/15/2024

**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.

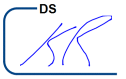
6.2.2. The Director may cancel a purchase or contract for any reason or no reason, upon providing the vendor with 30 days' notice of the cancellation.

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.

DS  


**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

## 12.0 CERTIFICATE OF INSURANCE

IEM presents our Certificate of Insurance on the following page.



INNOEME-01

LSCOTTO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/18/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Alera Group 4325 Lake Boone Trail, Suite 200 Raleigh, NC 27607	CONTACT NAME: <b>Lori F. Hamlet</b>	
	PHONE (A/C, No, Ext): <b>(919) 469-2473</b>	FAX (A/C, No): <b>(919) 467-4987</b>
	E-MAIL ADDRESS: <b>lhamlet@trisure.com</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED  IEM International, Inc. 2801 Slater Rd, Ste 200 Morrisville, NC 27560	INSURER A : <b>Charter Oak Fire Insurance Company (The)</b>	<b>25615</b>
	INSURER B : <b>Travelers Property Casualty Company of America</b>	<b>25674</b>
	INSURER C : <b>Travelers Casualty and Surety Company of America</b>	<b>31194</b>
	INSURER D : <b>Landmark American Insurance</b>	<b>33138</b>
	INSURER E : <b>Hartford Fire Insurance Co.</b>	<b>19682</b>
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			630 3R329314	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
B	GEN'L AGGREGATE LIMIT APPLIES PER:			BA 3R329191	10/1/2023	10/1/2024	PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						EMPLOYEE BENEFIT \$ 3,000,000
	OTHER:						
							COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
B	AUTOMOBILE LIABILITY			CUP 3R389058	10/1/2023	10/1/2024	BODILY INJURY (Per accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
B	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/>			UB 3R328606	10/1/2023	10/1/2024	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 10,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			LCY852284	10/1/2023	10/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N / A				E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional/Cyber			TP 0479211	10/1/2023	10/1/2024	Limit 5,000,000
E	3rd Party Crime				10/1/2023	10/1/2024	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
West Virginia Division of Emergency Management is an additional insured as respects General Liability and Auto Liability when required by written contract.

CERTIFICATE HOLDER	CANCELLATION
West Virginia Division of Emergency Management	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

## 13.0 WEST VIRGINIA CERTIFICATE OF GOOD STANDING

IEM presents our West Virginia Certificate of Good Standing on the following page.



# State of West Virginia



## Certificate

*I, Mac Warner, Secretary of State of the State of West Virginia, hereby certify that*

**INNOVATIVE EMERGENCY MANAGEMENT, INC.**

a corporation formed under the laws of Louisiana filed an application to be registered as a foreign corporation authorizing it to transact business in West Virginia. The application was found to conform to law and a "Certificate of Authority" was issued by the West Virginia Secretary of State on August 31, 2015.

I further certify that the corporation has not been revoked by the State of West Virginia nor has a Certificate of Withdrawal been issued to the corporation by the West Virginia Secretary of State.

Accordingly, I hereby issue this Certificate of Authorization

## CERTIFICATE OF AUTHORIZATION

**Validation ID:0WV8A\_DNWP4**



*Given under my hand and the  
Great Seal of the State of  
West Virginia on this day of*

**March 09, 2024**

*Mac Warner*

**Secretary of State**

## 14.0 MEMORANDUM OF AUTHORITY

IEM presents our Memorandum of Authority for Keith Reynolds, Manager, Contract Administration, and John Schlegel, Director, Finance & Pricing.

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
IEM INTERNATIONAL, INC.**

**JANUARY 16, 2024**

Acting pursuant to the Delaware General Corporation Law (“DGCL”) and the Articles of Incorporation and Bylaws of IEM International, Inc., a Delaware corporation engaged in business under the trade name of “IEM” (the “Corporation”), the Corporation’s Board of Directors (the “Board”) hereby adopts, affirms, approves, and ratifies the following recitals and resolutions:

**WHEREAS**, the Board has determined that for the Corporation’s operations and risk management to function properly and efficiently, it is necessary and prudent to delegate certain authorities.

**RESOLVED** that Mr. Keith R. Reynolds, in his capacity as Manager of Contract Management and Compliance for the Corporation, be authorized, empowered, and directed in the name and on behalf of the Corporation to take or cause to be taken the following actions in accordance with the Corporation’s policies and operational procedures:

- To negotiate, make, amend, execute, and deliver, or cause to be negotiated, made, amended, executed, and delivered, contracts, agreements, other legal instruments, compliance documents, responses to solicitations for contract opportunities, and any ancillary instruments necessary to effect the foregoing, and to undertake actions necessary to ensure that the Corporation adheres to applicable laws, regulations, and Corporation policies.
- To incur and pay, or cause to be incurred and paid, such expenses, fees, and taxes as shall, in Mr. Reynolds’ opinion, be deemed necessary, advisable, or appropriate, and the taking of any such action or the preparation, delivery, execution, or filing by Mr. Reynolds of any of the foregoing or the payment of any such expenditures shall conclusively establish authority therefor from and the approval of the Corporation to effectuate or carry out fully the purpose and intent of all of these resolutions.

**RESOLVED** that any actions heretofore taken by Mr. Reynolds in connection with the matters contemplated hereby are adopted, affirmed, approved, and ratified in all respects as the act and deed of the Corporation.

**RESOLVED** that Mr. Reynolds shall exercise these authorities with due diligence and in accordance with the Corporation’s best interests, adhering to all applicable laws, regulations, and ethical standards.

**RESOLVED** that a copy of these resolutions shall be filed with the minutes of the Board’s proceedings.

**CERTIFICATE**

I, Bradley L. Tiffée, the undersigned Assistant Secretary and the custodian of the books, records, and seal of the Corporation, hereby certify that the foregoing is a true, accurate, and complete record of the resolutions duly adopted by the Corporation’s Board in accordance with the DGCL and the Corporation’s Articles of Incorporation and Bylaws on the date aforesaid and that said resolutions are in full force and effect without amendment or rescission.

**WITNESS** my hand and seal of the Corporation this 16th day of January, A.D. 2024.



Bradley L. Tiffée

**RESOLUTION OF THE BOARD OF DIRECTORS OF  
IEM INTERNATIONAL, INC.**

**JANUARY 16, 2024**

Acting pursuant to the Delaware General Corporation Law (“DGCL”) and the Articles of Incorporation and Bylaws of IEM International, Inc., a Delaware corporation engaged in business under the trade name of “IEM” (the “Corporation”), the Corporation’s Board of Directors (the “Board”) hereby adopts, affirms, approves, and ratifies the following recitals and resolutions:

**WHEREAS**, the Board has determined that for the Corporation’s financial operations to function properly and efficiently, it is necessary and prudent to delegate certain authorities.

**RESOLVED** that Mr. John M. Schlegel, in his capacity as Director of Financial Reporting and Pricing for the Corporation, be authorized, empowered, and directed in the name and on behalf of the Corporation to take or cause to be taken the following actions in accordance with the Corporation’s policies, procedures, and internal controls:

- To make, execute, and deliver, or cause to be made, executed, and delivered, financial statements, tax returns, and other documents related to the Corporation’s financial operations, as well as filings and reports required by regulatory bodies related to the Corporation’s financial operations and tax obligations.
- To make, execute, and deliver, or cause to be made, executed, and delivered, negotiable instruments received for deposit and issued for expenses, payroll, and other disbursements.
- To make, amend, execute, and deliver, or cause to be made, amended, executed, and delivered, proposals, bids, and responses to requests for proposals, requests for information, requests for quotations, and other responses to solicitations for contract opportunities, as well as any ancillary instruments necessary to effect the foregoing.
- To incur and pay, or cause to be incurred and paid, such expenses, fees, and taxes as shall, in Mr. Schlegel’s opinion, be deemed necessary, advisable, or appropriate, and the taking of any such action or the preparation, delivery, execution, or filing by Mr. Schlegel of any of the foregoing or the payment of any such expenditures shall conclusively establish authority therefor from and the approval of the Corporation to effectuate or carry out fully the purpose and intent of all of these resolutions.

**RESOLVED** that any actions heretofore taken by Mr. Schlegel in connection with the matters contemplated hereby are adopted, affirmed, approved, and ratified in all respects as the act and deed of the Corporation.

**RESOLVED** that Mr. Schlegel shall exercise these authorities with due diligence and in accordance with the Corporation’s best interests, adhering to all applicable laws, regulations, and ethical standards.

**RESOLVED** that a copy of these resolutions shall be filed with the minutes of the Board’s proceedings.

**CERTIFICATE**

I, Bradley L. Tiffée, the undersigned Assistant Secretary and the custodian of the books, records, and seal of the Corporation, hereby certify that the foregoing is a true, accurate, and complete record of the resolutions duly adopted by the Corporation’s Board in accordance with the DGCL and the Corporation’s Articles of Incorporation and Bylaws on the date aforesaid and that said resolutions are in full force and effect without amendment or rescission.

**WITNESS** my hand and seal of the Corporation this 16th day of January, A.D. 2024.



\_\_\_\_\_  
Bradley L. Tiffée

## 15.0 ATT. 2: DRUG & ALCOHOL-FREE WORKPLACE; ATT. 3: PROHIBITED WORKPLACE HARASSMENT

IEM understands that successful vendors and candidates must comply with all EMD policies and procedures, including the Drug and Alcohol-Free Workplace Policy, Attachment 2, and the West Virginia Division of Personnel Prohibited Workplace Harassment Policy, Attachment 3. We have included copies of Attachment 2 and Attachment 3 on the following pages.



Attachment 2

**DRUG- AND ALCOHOL-FREE WORKPLACE**

**I. PURPOSE**

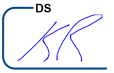
The purpose of this policy is to establish clear and uniform guidelines in accordance with federal and State regulations regarding alcohol, drugs, or controlled substances, including the provisions of the Drug-Free Workplace Act of 1988, as amended. Further, the purpose of this policy is to make every effort to institute and maintain a drug- and alcohol-free workplace by describing to all individuals (e.g., employees, visitors, vendors/independent contractors, and the general public) the prohibitions regarding alcohol and drugs in State and affiliated government workplaces as such use, abuse, and misuse of alcohol, drugs, and/or controlled substances may impact job performance and bring discredit upon the employer. The provisions of this policy apply to all employees of West Virginia Executive agencies or any affiliated political subdivision, including executive, administrative, classified, non-classified, exempt, volunteer, seasonal and temporary employees, and employees of county health departments affiliated with the West Virginia Division of Personnel, as well as vendors/independent contractors.

**II. DEFINITIONS**

- A. Agency: Any administrative department of state government or an affiliated political subdivision, including, but not limited to, executive, administrative, classified, non-classified, exempt, and county health departments affiliated with the West Virginia Division of Personnel.
- B. Alcohol: For the purposes of this policy, includes beer, fortified beer, nonintoxicating beer, wine and spirits, ethanol, isopropanol, or methanol alcohol, and any liquid, gel, gas or solid containing more than one half of one percent of alcohol by volume and capable of being used as a beverage or being ingested, inhaled or otherwise taken into the body.
- C. Assessment: An evaluation used to determine the presence of drug and/or alcohol use. A drug and/or alcohol assessment may include but is not limited to observation of behavioral indicators, self-disclosure, or clinical/laboratory testing.
- D. Controlled Substance: A federally-regulated substance listed in Schedules I through V or a controlled substance analogue as provided in the Controlled Substance Act (21 U.S.C. 801 *et seq.*) and/or a substance listed in West Virginia Code § 60A-2-201, *et seq.*, that when taken into the body, may or may not impair one's mental faculties and/or physical performance.
- E. Conviction: A finding of guilt, (including a plea of *nolo contendere*) or the imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or State criminal drug statutes.
- F. Criminal Drug Statute: A criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance.
- G. Drug Paraphernalia: Drug paraphernalia as defined in West Virginia Code § 47-19-3.



- H. Drug Test and Alcohol Testing: A procedure using a sample of the human body capable of revealing the presence of alcohol or other drugs or other metabolites to determine if the individual ingested, injected, or was otherwise exposed to drugs or alcohol.
- I. Employee: Any person who lawfully occupies a permanent or temporary position with an Executive agency of the State, or any affiliated political subdivision, and who is paid a wage or salary including, but not limited to, executive, administrative, classified, non-classified, exempt, seasonal, temporary employees, and employees of county health departments affiliated with the West Virginia Division of Personnel. For the purpose of this policy, "employee" shall also include authorized students, interns and volunteers performing services for an agency under direct supervision irrespective of receipt of wages.
- J. Federal Agency: Any agency as that term is defined in 5 U.S.C. § 551.
- K. Grantee: Any department, division, unit, or any person responsible for the performance of work under the provisions of a federal grant.
- L. Illegal Drug: Any drug which is not legally obtainable or a drug available by prescription that is being used in a manner or for a purpose other than as prescribed. Illegal drugs include those controlled substances under federal or State law which are not authorized for sale, possession, or use, and legal drugs which are used, obtained, or distributed illegally.
- M. Legal Drug: Legal drugs include medications prescribed by a physician or, medications in West Virginia that have been legally obtained and that are being used solely for the purpose for which they were lawfully prescribed, and in the dosage and quantity for which they were prescribed. Legal drugs also include over-the-counter medications that have been legally obtained and that are being used for the purpose, and in the dosage and quantity, specified by the drug manufacturer.
- N. Reasonable Suspicion: The belief premised on facts and inferences based primarily upon, but not limited to: (1) Observable phenomena, such as direct observation of use, possession or distribution of alcohol or drugs, or of the physical symptoms of being under the influence of alcohol or drugs, such as, but not limited to, slurred speech, dilated pupils, odor of an alcoholic beverage or drugs, changes in affect or dynamic mood swings; (2) a pattern of abnormal conduct, erratic or aberrant behavior or deteriorating work performance such as frequent absenteeism, excessive tardiness or recurrent accidents, that appears to be related to the use of alcohol or drug abuse and does not appear to be attributable to other factors; (3) the identification of an employee as the focus of a criminal investigation into unauthorized possession, use or trafficking of drugs; (4) a report of use of alcohol or drugs provided by a reliable and credible source; and (5) repeated or flagrant violations of the safety or work rules of the employee's employer, that are determined by the employee's supervisor to pose a substantial risk of physical injury or property damage and that appears to be related to the use of alcohol or drug and that does not appear attributable to other factors.
- O. Safety Sensitive Position: Any position determined by federal, State, or agency provisions where a lapse of attention or judgment, can lead to an accident that could cause loss of human life, serious bodily injury, or significant property or environmental damage.



- P. Vendor/Independent Contractor: Any entity or person responsible for the performance of work under a vendor agreement or contract.
- Q. Volunteer: Any authorized individual directly engaged in the performance of services for a State or affiliated agency without promise, expectation, or receipt of compensation.
- R. Workplace: A site where service or work is performed in connection with the employment or service of an employee or vendor/independent contractor, including sites of social functions and conferences. The workplace shall include, but is not limited to, facilities, property, buildings, offices, structures, automobiles, trucks, trailers, or other means of conveyance (either private or public, while engaged in the performance of duties), and parking areas provided by the agency, even if not owned, leased, or operated by the agency.

### III. POLICY

It is the policy of West Virginia State government and its affiliated agencies to ensure that its workplaces are free of alcohol, and illegal drugs by prohibiting the use, possession, purchase, manufacture, distribution, dispensing, sale of, or having such substances in the body system. Attempting to obtain, possess, purchase, manufacture, distribute, dispense, or sell alcohol or illegal drugs in the workplace is also prohibited. Although the sale and use of alcohol by an adult may be legal, the use, possession, purchase, manufacture, distribution, dispensing, or sale of alcohol in the workplace is strictly prohibited. Employees violating this policy are subject to disciplinary action up to and including dismissal and may be required to participate in a drug rehabilitation program as a condition of continued employment or reemployment.

- A. This policy is applicable while employees or vendors/independent contractors, are engaged in any work-/service-related activities which include performance of agency business. Work/service-related activity includes, but is not limited to, conducting work/service, representing the State or the agency, participation in conferences or off-site meetings, receiving awards, speaking as a State or agency representative, and participation in receptions when invited as a result of employment/service with the State or the agency.
- B. The use, possession, purchase, manufacture, distribution, dispensing, or sale of alcohol; the reporting to work under the influence of alcohol, or having alcohol in the body system at work, whether the alcohol was consumed at work or away from work, attempting to obtain, possess, purchase, manufacture, distribute, dispense, or sell alcohol, are all prohibited in the workplace. Industrial, cleaning, or medical products containing alcohol are not prohibited by this policy when used in the manner in which intended.
- C. The unlawful use, possession, purchase, manufacture, distribution, dispensing or sale of a controlled substance, legal drug, or illegal drug in the workplace; the reporting to work under the influence of an illegal drug; having an illegal drug in the body system; or possession of drug paraphernalia (other than drug paraphernalia lawfully prescribed by a physician or other person licensed to prescribe and used for the lawful purposes for which it was prescribed) are all prohibited in the workplace. Attempting to obtain, possess, purchase, manufacture, distribute, dispense, or sell illegal drugs in the workplace is also prohibited.



- D. When reasonable suspicion exists that an employee or vendor/independent contractor has reported to work under the influence of alcohol or an illegal drug, or is impaired due to abuse or misuse of controlled substances or a legal drug, the individual may be subject to assessment, which may include a drug or alcohol test. Refusal of an employee to submit to an assessment or an assessment resulting in a positive result may result in disciplinary action up to and including dismissal.
- E. Exceptions to the provisions of this policy may be necessary in limited situations where employees or vendors/independent contractors are engaged in a lawful work-/service-related activity which may otherwise result in violation of this policy (e.g., law enforcement, regulatory enforcement, confiscation, collection and disposal of refuse, etc.). Appointing authorities may be required to conduct random testing in compliance with applicable state and federal law and/or for safety-sensitive positions. Exceptions to this policy approved by appointing authorities must be communicated in writing to the Director of Personnel.
- F. An appointing authority, or his or her designee, may issue specific safety reporting standards requiring reporting or notification of use of a controlled substance or legal drug, whether prescribed or over-the-counter, that may substantially affect the performance of job responsibilities and give rise to a safety issue (e.g., driving, operating machinery, etc.).
- G. Though legal intoxicants (e.g., glue, paint, etc.) are not specifically prohibited in this policy, unacceptable performance or conduct resulting from the misuse of such intoxicants may result in disciplinary action up to and including dismissal.
- H. As a condition of employment/service with the State of West Virginia or its affiliated agencies, employees and vendors/independent contractors shall:
  - 1. Abide by the terms of this policy;
  - 2. Notify their supervisor or appointing authority in writing of any criminal drug statute conviction for a violation occurring in the workplace, no later than five (5) calendar days after such conviction;
  - 3. Comply with agency-issued safety reporting standards if using a controlled substance or legal drug, whether prescribed or over-the-counter, that may substantially affect the performance of job responsibilities and give rise to a safety issue (e.g., driving, operating machinery, etc.); and,
  - 4. Acknowledge understanding of and compliance with this policy by signing the Drug- and Alcohol-Free Workplace Employee Acknowledgment Form (Appendix A) or appropriate volunteer/service agreement, as applicable.

#### IV. RESPONSIBILITIES

- A. It shall be the responsibility of the West Virginia Division of Personnel to establish a drug awareness program and to provide training to employees of Executive and affiliated agencies on the following:



1. The establishment and maintenance of a drug- and alcohol-free workplace in compliance with this policy;
  2. The dangers of alcohol use or drug abuse in the workplace;
  3. Availability of the State's Employee Referral Program;
  4. The consequences of violation of this policy; and,
  5. The utilization of resources concerning the abuse and misuse of alcohol and/or drugs.
- B. It shall be the responsibility of each agency to:
1. Maintain a copy of the Drug- and Alcohol-Free Workplace policy in an accessible location and display the poster in a central location.
  2. Ensure that each new employee receives a copy of the policy during orientation.
  3. Maintain the signed Drug- and Alcohol-Free Workplace Employee Acknowledgment Form (Appendix A) in each employee's agency personnel file.
  4. Enforce the policy and take appropriate action against individuals who are convicted or violate the policy within 30 calendar days from the date of the conviction or violation.
  5. In accordance with applicable legal and administrative disciplinary procedures, promptly address any attempted or unlawful use, possession, purchase, manufacture, consumption, distribution, dispensing or sale of alcohol, a legal drug, or an illegal drug; an employee found to be, or suspected of being, under the influence of alcohol or an illegal drug in the workplace; an employee having alcohol or an illegal drug in the body system; or an employee being impaired due to use, abuse or misuse of a legal drug, intoxicant, or controlled substance in the workplace. Supervisors should contact their respective agency personnel office or individual designated by the appointing authority for guidance. However, in emergency situations supervisors should first ensure the safety of the employee and others and then immediately contact 911, appropriate law enforcement officials, or agency security. Agencies in Kanawha County may also contact the Division of Protective Services at (304) 558-9911 for assistance. Prior to an incident occurring, agencies in outlying areas should ascertain if assistance is available with emergency response and drug and/or alcohol testing through other related services and in compliance with existing agency policy.
  6. Pursuant to the Drug-Free Workplace Act, State agencies that are independent contractors or grantees of federal contracts or recipients of federal grants amounting to at least \$100,000 shall notify, in writing, the federal agency administering the grant, within ten (10) calendar days after receiving notice from an employee of his or her conviction for a violation of a criminal drug statute occurring in the workplace or otherwise receiving actual notice of such conviction. Such notice, including position title, must be submitted to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. The notice shall include the identification number(s) of each affected grant. State agencies covered by the



Act are subject to suspension of payments and termination of the contract or grant for violations of any of the requirements of a drug-free workplace.

7. Make a good faith effort to continue to maintain a drug- and alcohol-free workplace by communicating this policy to all employees annually.
8. Ensure that vendors/independent contractors have executed agreements to ensure compliance with drug- and alcohol-free workplace requirements.

#### **V. REFERENCES**

- A. Administrative Procedures Act, 5 U.S.C. § 551
- B. Drug-Free Workplace Act, 41 U.S.C. Sections 701-707.
- C. West Virginia Code § 47-19-3.
- D. West Virginia Code § 60A-2-201 *et seq.* and applicable federal statutes.

**VI. EFFECTIVE DATE:** October 1, 1991.

#### **VII. REVISIONS**

- A. Previous Revisions: January 16, 2003 and October 1, 2004.
- B. Latest Revision: December 18, 2020

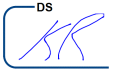
**VIII. POLICY NUMBER:** DOP-P2.

Approved and Issued By:

A blue ink signature of Sheryl R. Webb.

Sheryl R. Webb, Director of Personnel

Date Signed: December 18, 2020.



## APPENDIX A

**DRUG- AND ALCOHOL-FREE WORKPLACE  
EMPLOYEE ACKNOWLEDGMENT FORM**

I certify that I have received a copy of the West Virginia Division of Personnel Drug- and Alcohol-Free Workplace policy.

I agree to abide by the terms of the policy and I am aware that with any violation of this policy, I will be subject to disciplinary action, up to and including dismissal. I may also be required to participate in a drug or alcohol abuse assistance or rehabilitation program as a condition of continued employment or reemployment. I understand that I must also comply with any agency-issued safety standards.

In addition, I understand that if I am a federal contractor or federal grant recipient or an employee of a federal contractor or federal grant recipient, under federal law and as a condition of employment, if I am convicted of any violation of a criminal drug offense in the workplace, I must report this conviction to my supervisor and the appointing authority in writing within five (5) calendar days of the conviction.

My signature acknowledges my receipt of the policy and my understanding of its contents and requirements. My signature does not indicate that I agree or disagree with the content of the policy.

---

Name (Print)

---

Signature

---

Date

**TO BE COMPLETED BY SUPERVISOR**

I certify that I have discussed with and provided the above-named employee a copy of the West Virginia Division of Personnel Drug- and Alcohol-Free Workplace policy.

---

Name (Print)

---

Signature

---

Date

FORM DOP-P2-AF

Distribution: Original – Human Resources  
Copy – Employee

Policy DOP-P02

EFFECTIVE DATE: December 18, 2020

**POLICY***West Virginia Division of Personnel***PROHIBITED WORKPLACE HARASSMENT**

**NOTE: This policy replaces Interpretive Bulletin DOP-B6 (Prohibited Workplace Harassment).**

**I. PURPOSE:** The purpose of this policy is to prescribe a work environment where illegal harassment based on sex (with or without sexual conduct), race, color, religion, national origin, ancestry, age, disability, and protected activity (i.e., opposition to prohibited discrimination or participation in the complaint process) or status explicitly defined as protected under applicable State and federal law as well as nondiscriminatory hostile workplace harassment does not occur. Employees have the right to be free from harassment while in a State government workplace, and the State has the legal obligation to ensure that such harassment does not occur and that effective means of redress are available. This policy shall cover all independent contractors, volunteers, and employees of the State of West Virginia, including executive, administrative, classified, non-classified, exempt, and temporary employees, and employees of county health departments affiliated with the West Virginia Division of Personnel.

**II. DEFINITIONS**

- A. **Appointing Authority:** The executive or administrative head of a unit of State government who is authorized by statute to appoint employees in the classified or classified-exempt service.
- B. **Discriminatory Hostile Work Environment Harassment:** Illegal harassment based on sex (with or without sexual conduct), race, color, religion, national origin, ancestry, age, disability, and protected activity (i.e., opposition to prohibited discrimination or participation in the complaint process), or status explicitly defined as protected under applicable State and federal law.
- C. **Employee:** Any person who lawfully occupies a permanent or temporary position with the State, or any affiliated political subdivision, and who is paid a wage or salary including, but not limited to, executive, administrative, classified, non-classified, exempt, seasonal and temporary employees, and employees of county health departments affiliated with the West Virginia Division of Personnel. For the purpose of this document, "employee" shall also include authorized students and interns performing services for an employer under direct supervision irrespective of receipt of wages.
- D. **Employer:** The State or any affiliated political subdivision including, but not limited to, executive, administrative, classified, non-classified, exempt, and county health departments affiliated with the West Virginia Division of Personnel.
- E. **Equal Employment Opportunity (EEO) Coordinator/Counselor:** The agency employee selected by an appointing authority to advise employees and management concerning proper EEO procedures and to function as a liaison with the State EEO Office.
- F. **Hostile Work Environment Sexual Harassment:** A type of illegal sexual harassment based on gender that is sufficiently severe and pervasive as to alter the conditions of the employee's employment and create a hostile and abusive working environment.
- G. **Independent Contractor:** Any entity or person responsible for the performance of work under a contract.



*West Virginia Division of Personnel*

## PROHIBITED WORKPLACE HARASSMENT

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- H. **Nondiscriminatory Hostile Workplace Harassment:** A form of harassment commonly referred to as “bullying ” that involves verbal, non-verbal or physical conduct that is not discriminatory in nature but is so atrocious, intolerable, extreme and outrageous in nature that it exceeds the bounds of decency and creates fear, intimidates, ostracizes, psychologically or physically threatens, embarrasses, ridicules, or in some other way unreasonably over burdens or precludes an employee from reasonably performing her or his work.
- I. **Quid Pro Quo Sexual Harassment:** Meaning “this for that ” or “something for something,” a type of illegal sexual harassment in which the satisfaction of a sexual demand is used as the basis of a tangible employment action.
- J. **Retaliation:** Adverse action pertaining to any aspect of employment (hiring, firing, pay, job assignments, promotions, layoff, training, fringe benefits, and any other term or condition of employment) taken against an individual for participating in a complaint and/or investigation process. For the purpose of this policy, retaliation shall also include actions taken against such an individual by the accused or other employees.
- K. **Sexual Harassment:** A type of illegal harassment which involves any unsolicited and unwelcome sexual advances, requests for sexual favors, or other verbal, written, or physical conduct of a sexual nature when:
  - 1. Submission to such conduct is made either explicitly or implicitly as a term or condition of an individual’s employment;
  - 2. Submission to or rejection of such conduct is used as the basis for personnel actions affecting an employee; or,
  - 3. Such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance by creating an intimidating, hostile, or offensive working environment.
- L. **State EEO Office:** The State agency authorized by Executive Order to direct all aspects of the statewide EEO program to prevent unlawful employment discrimination and to promote diversity in West Virginia State government.
- M. **Third-party Harassment: Hostile Environment or Quid Pro Quo Harassment in which:**
  - 1. An employee is harassed by a non-employee such as a client or vendor;
  - 2. An employee harasses a non-employee with whom the agency has a business relationship; or,
  - 3. An employee believes that a hostile environment exists due to a sexual relationship involving two other employees.
- N. **Volunteer:** Any authorized individual directly engaged in the performance of services for a State employer without promise, expectation, or receipt of compensation.
- O. **Workplace:** A worksite where service or work is performed in connection with an independent contractor’s, volunteer’s, or employee’s public employment or service, including sites of social



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# PROHIBITED WORKPLACE HARASSMENT

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functions and conferences. The workplace includes, but is not limited to, facilities, property, buildings, offices, structures, automobiles, trucks, trailers, other vehicles, and parking areas provided by the State, even if not owned, leased, or operated by the State.

- P. **Work-/service-related Activity:** Includes, but is not limited to, conducting work/service, representing the State or the agency, receiving awards, speaking as a State or agency representative, and participating in receptions when invited as a result of State employment/service.

### III. POLICY

- A. Illegal harassment is prohibited by the West Virginia Human Rights Act and Title VII of the Civil Rights Act of 1964 where such conduct has the purpose or effect of interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
- B. Although some harassment may not violate existing discrimination laws, such behavior can result in a tort claim for intentional infliction of emotional distress. As such, all forms of harassment are prohibited.
  1. This policy extends to employees while engaged in any work-/service-related activity which includes the performance of agency business.
  2. Further, this prohibition applies to independent contractors and volunteers while engaged in any work-/service-related activity in a workplace owned, leased, or operated by a public agency or entity.
  3. Any employee found to be in violation of this policy will be subject to disciplinary action up to and including dismissal.
- C. Management is potentially liable for acts of harassment in the workplace whether or not the source or target of harassment is another employee or a non-employee.
  1. Liability for such acts can be imputed on the employer, unless the employer demonstrates that immediate and appropriate corrective action was taken upon notice of the improper conduct.
  2. Employees may also be held personally liable for harassment.
  3. Employees who experience third-party harassment shall also have standing to file claims for discrimination or harassment where employment opportunities or benefits are granted or a hostile environment is created because of an individual's submission to the employer's sexual advances or requests for sexual favors.
- D. Illegal harassment prohibited by State and federal anti-discrimination laws which includes words, conduct, or action, usually repeated or persistent, directed at a specific person that annoys, alarms, or causes substantial emotional distress in that person and serves no legitimate purpose.



West Virginia Division of Personnel

## PROHIBITED WORKPLACE HARASSMENT

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- E. There are two legally recognized types of sexual harassment claims: (1) Quid Pro Quo Sexual Harassment, and (2) Hostile Work Environment Sexual Harassment. Such harassment involves verbal and/or physical conduct which may include, but is not limited to:
1. Sexually explicit or implicit propositions;
  2. Improper questions about an employee's private life;
  3. Sexually discriminatory ridicule, insults, jokes, or drawings;
  4. Undesired, intentional touching such as embracing, patting, or pinching;
  5. Remarks directed against one's sex as a class or group;
  6. Threatened, attempted, or actual sexual assault or rape;
  7. Repeated sexually explicit or implicit comments or obscene and suggestive remarks that are unwelcome or discomfiting to the employee;
  8. Offers of tangible employment benefits in exchange for sexual favors, or threats or reprisals for negative responses to sexual advances; and/or,
  9. Sexual harassment by a supervisor of an employee of the same sex.
- F. Although the scope of The Civil Rights Act of 1964 does not extend to protect employees that are not members of a protected class from unlawful employment discrimination, an employee can still impute liability upon an employer for the infliction of emotional distress if the employer fails to take corrective action when an employee provides notice of nondiscriminatory workplace harassment that has subsequently created a hostile work environment for the employee.
- G. Nondiscriminatory Hostile Workplace Harassment consists of unreasonable or outrageous behavior that deliberately causes extreme physical and/or emotional distress. Such conduct involves the repeated unwelcome mistreatment of one or more employees often involving a combination of intimidation, humiliation, and sabotage of performance which may include, but is not limited to:
1. Unwarranted constant and destructive criticism;
  2. Singling out and isolating, ignoring, ostracizing, etc.;
  3. Persistently demeaning, patronizing, belittling, and ridiculing; and/or,
  4. Threatening, shouting at, and humiliating particularly in front of others.

### IV. COMPLAINT AND INVESTIGATION

- A. It is important to note that **Nondiscriminatory** Hostile Workplace Harassment claims are not within the jurisdiction of the State EEO Office.

*West Virginia Division of Personnel***PROHIBITED WORKPLACE HARASSMENT****POLICY**

1. Employees must address such complaints through their manager/supervisor, the West Virginia Public Employees Grievance Procedure, or litigation.
  2. Complaints regarding illegal harassment shall be handled in accordance with established EEO procedures.
  3. All information shall be held in strictest confidence and shall be disclosed only to appropriate individuals on a need-to-know basis to investigate and resolve the matter.
- B. While an individual alleging illegal harassment has a duty to promptly report the incident or complaint to the agency's EEO Coordinator/Counselor or his or her immediate supervisor, the individual also has the right to file such complaints with the West Virginia Human Rights Commission and/or the United States Equal Employment Opportunity Commission (EEOC).

**V. RESPONSIBILITIES**

- A. Employees have the responsibility to:
1. Refrain from all forms of harassment.
  2. Promptly report allegations or observations of harassment to the appropriate individuals (i.e., supervisor, manager, EEO Coordinator/Counselor, or human resources).
  3. Fully cooperate in and not interfere with any employer-authorized investigation.
  4. Not retaliate against those who participate in the complaint and/or investigation process.
  5. Participate in required training.
  6. Acknowledge understanding of and compliance with this policy by signing the Prohibited Workplace Harassment Acknowledgment Form (Appendix A).
- B. Appointing authorities have the responsibility to:
1. Monitor the work environment to ensure that it is free of harassment.
  2. Promptly investigate complaints of harassment.
  3. Enforce this policy and take immediate and appropriate action to address violations.
  4. Ensure that complainants, falsely accused individuals, and/or persons interviewed regarding complaints suffer no adverse impact in their employment or retaliation.
  5. Ensure that confidentiality is maintained by keeping all information regarding a complaint of harassment in a separate, confidential file with access restricted to appropriate individuals on a need-to-know basis.



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## PROHIBITED WORKPLACE HARASSMENT

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6. Ensure that all employees receive appropriate training and that supervisory personnel complete Division of Personnel training on the Prohibited Workplace Harassment policy.
7. Ensure that all required reports are provided to the State EEO Office.
8. Post the Prohibited Workplace Harassment Poster (Appendix B) at conspicuous locations throughout the agency.
9. Communicate this policy to all employees through inclusion in the orientation process of all new employees, and by making it readily available at all work locations.
10. Maintain the signed Prohibited Workplace Harassment Acknowledgment Form (Appendix A) in each employee's agency personnel file.

## VI. REFERENCES

### A. Federal

1. U.S. Const., amend. XIV.
2. Executive Order 11246 of 1965, as amended.
3. 8 USC 1324 et seq., (Immigration Reform and Control Act of 1986).
4. 29 USC 206(d) et seq., (Equal Pay Act of 1963, as amended).
5. 29 USC 621, et seq., (Age Discrimination in Employment Act of 1967, as amended).
6. 29 USC 701 et seq., (Rehabilitation Act of 1973).
7. 29 USC 791 et seq., (Rehabilitation Act of 1992).
8. 29 USC 2601 et seq., (Family and Medical Leave Act of 1993).
9. 38 USC 4301 et seq., (Uniform Services Employment and Re-employment Rights Act of 1994).
10. 42 USC 1981 et seq., (Civil Rights Act of 1991).
11. 42 USC 12101 et seq., (Americans with Disabilities Act of 1990).
12. 42 USCA 12101 et seq., (Americans with Disabilities Act Amendments Act of 2008).
13. 42 USC 2000e(k) (Pregnancy Discrimination Act of 1978).
14. 42 USC 2000d-2000d-7, (Civil Rights Remedies Equalization Act of 1986).
15. 42 USC 2000e et seq., (Title VII of the U.S. Civil Rights Act of 1964, as amended).
16. 42 USC 2000ff et seq., (Genetic Information Nondiscrimination Act of 2008).
17. 29 CFR 1600-1699 (EEOC Uniform Guidelines).

### B. State

1. West Virginia Code § 5-11-1 et seq., West Virginia Human Rights Act.
2. West Virginia Code § 5-15-1 et seq., White Cane Law.
3. West Virginia Code § 21-3-19, Discrimination for use of tobacco products prohibited.
4. West Virginia Code § 21-5-17, Employers prohibited from discharging employees for time lost as volunteer firemen or emergency medical service attendant.
5. West Virginia Code § 21-5-18, Employers prohibited from discharging employees for time lost as emergency medical service personnel.
6. West Virginia Code § 21-5E-1 et seq., Equal Pay for Equal Work for State Employees.

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# PROHIBITED WORKPLACE HARASSMENT

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7. West Virginia Code § 23-5A-3, Termination of Injured Employee Prohibited; re-employment of injured employees.
8. West Virginia Code § 52-3-1, Discrimination for Jury Service.
9. Executive Order No. 3-94 (April 30, 1994).

**VII. EFFECTIVE DATE:** May 1, 1993 (this effective date pertains to the original DOP-P6 Policy, Sexual Harassment Prohibited).

## **VIII. REVISIONS**

**A. Previous Revisions**

1. Pertaining to the original DOP-P6 Policy, Sexual Harassment Prohibited: July 15, 1994, October 20, 1994, and January 1, 2004.
2. Pertaining to the Interpretive Bulletin: January 1, 2005 and December 1, 2006.

**B. Latest Revision:** December 1, 2011.

**IX. POLICY NUMBER:** DOP-P6.

Approved and Issued By:



Sara P. Walker, Director of Personnel

Date Signed: November 29, 2011.

*West Virginia Division of Personnel*

**PROHIBITED WORKPLACE HARASSMENT**

**APPENDIX A**

**POLICY ACKNOWLEDGMENT FORM**

I, \_\_\_\_\_, certify that I have received a copy of the West Virginia Division of Personnel Prohibited Workplace Harassment policy (DOP-P6).

I understand that illegal harassment based on sex (with or without sexual conduct), race, color, religion, national origin, ancestry, age, disability, and protected activity (i.e., opposition to prohibited discrimination or participation in the complaint process,) or status explicitly defined as protected under applicable State and federal law, as well as nondiscriminatory hostile workplace harassment, is prohibited and will not be tolerated in the workplace. Further, I understand my responsibility to promptly report allegations of illegal harassment, fully cooperate in and not interfere with any authorized investigation, and not retaliate against those who participate in the complaint and/or investigation process.

My signature acknowledges my receipt of the policy and my understanding of its contents and requirements. My signature does not indicate that I agree or disagree with the content of the policy. However, I understand I must abide by the terms of the policy and I am aware that with any violation of this policy, I will be subject to disciplinary action, up to and including dismissal.

\_\_\_\_\_  
Employee's Name (Print)

\_\_\_\_\_  
Employee's Signature

**TO BE COMPLETED BY SUPERVISOR**

I, \_\_\_\_\_, certify that I have discussed with and provided the above listed employee a copy of the West Virginia Division of Personnel Prohibited Workplace Harassment policy (DOP-P6).

\_\_\_\_\_  
Supervisor's Name (Print)

\_\_\_\_\_  
Supervisor's Signature

\_\_\_\_\_  
Date

Distribution: Original – Human Resources  
Copy – Employee



## **PROHIBITED WORKPLACE HARASSMENT**

Illegal harassment based on sex (with or without sexual conduct), race, color, religion, national origin, ancestry, age, disability, genetics, and protected activity (i.e., opposition to prohibited discrimination or participation in the complaint process), or status explicitly defined as protected under applicable State and federal law, as well as nondiscriminatory hostile workplace harassment (bullying), is prohibited in the workplace.

If you feel you are a victim of illegal harassment, you have a duty to promptly report the incident to your agency's Equal Employment Opportunity (EEO) Coordinator/Counselor or your supervisor. In addition, you have the right to file a complaint/grievance with the:

- West Virginia Equal Employment Opportunity Office: 304-558-0400
- West Virginia Public Employees Grievance Board: 304-558-3361
- West Virginia Human Rights Commission: 304-558-2616
- United States Equal Employment Opportunity Commission: 800-669-4000; 800-669-6820(TTY)

If you feel you are a victim of nondiscriminatory hostile workplace harassment, you should immediately notify your manager or human resources office. You may also file a grievance with the West Virginia Public Employees Grievance Board.

If you believe you have witnessed harassment of another, please report the incident(s) to your agency EEO Coordinator/Counselor, supervisor, or human resources office.

If you have questions about the West Virginia Division of Personnel's statewide Prohibited Workplace Harassment policy, you may contact the Employee Relations Section at 304-558-3950 ext 57209.

### **WRITTEN POLICY AVAILABLE FROM**

West Virginia Division of Personnel  
State Capitol Complex, Building 6, Room 416  
304-558-3950 ext. 57209

OR ON THE WEB AT: [www.personnel.wv.gov](http://www.personnel.wv.gov)



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