

## **RESPONDENTS MUST COMPLETE THE FOLLOWING**

RESPONDENT CONTRACTORS ARE CAUTIONED THAT THE POLICY OF THE PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IS TO ACCEPT THE LOWEST RESPONSIVE AND RESPONSIBLE SUBMITTAL RECEIVED MEETING SPECIFICATIONS. NO CHANGES REQUESTED BY A CONTRACTOR DUE TO AN ERROR IN PRICING WILL BE CONSIDERED AFTER THE SOLICITATION OPENING DATE AS ADVERTISED. BY SIGNING THIS SUBMITTAL FORM, CONTRACTORS ARE ATTESTING TO THEIR AWARENESS OF THIS POLICY AND ARE AGREEING TO ALL OTHER SOLICITATION TERMS AND CONDITIONS, INCLUDING ANY INSURANCE REQUIREMENTS CONTAINED HEREIN.

CONTRACTOR NAME: CDR MAGUIRE, INC. (As shown on W-9)

DBA: \_\_\_\_\_ (If applicable)

MAILING ADDRESS: 11740 S.W. 80TH STREET, SUITE 102 (As shown on W-9)

CITY / STATE / ZIP: MIAMI, FLORIDA 33183 (As shown on W-9)

VENDOR EMAIL: EM-BD@CDRMAGUIRE.COM (Primary Company Email Address)

REMIT TO NAME: CDR MAGUIRE, INC. (As Shown on Vendor Invoice)

FEIN#: 05-0318211 (As shown on W-9)

PAYMENT TERMS: 0 % 0 DAYS, NET 45 (PER F.S. 218.73)

DEPOSIT, IF REQUIRED, IS ATTACHED IN THE AMOUNT OF \$ N/A

Proper Corporate Identity is needed when you submit your quote, especially how your firm is registered with the Florida Division of Corporations. Please visit [dos.myflorida.com/sunbiz/](https://dos.myflorida.com/sunbiz/) for this information. It is essential to return a copy of your W-9 with your quote. Thank you.

### **VENDOR CONTACT INFORMATION**

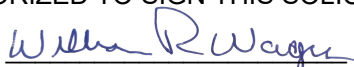
CONTACT NAME: WILLIAM R. WAGES, P.E.

PHONE NUMBER: 407-948-8281

FAX NUMBER: 786-235-8501

EMAIL ADDRESS: WILLIAM.WAGES@CDRMAGUIRE.COM

THE CONTRACTOR HEREBY SUBMITS AN IRREVOCABLE OFFER IN RESPONSE TO THIS SOLICITATION, SUBJECT TO ALL STANDARD AND SPECIAL TERMS AND CONDITIONS REFERENCED THEREIN WITHOUT EXCEPTION, AND AGREES TO ABIDE BY ALL CONDITIONS OF THIS SOLICITATION, INCLUDING ALL INSURANCE REQUIREMENTS. BY SIGNING, BELOW, I CERTIFY THAT I AM AUTHORIZED TO SIGN THIS SOLICITATION FOR THE CONTRACTOR.

AUTHORIZED SIGNATURE: 

PRINT NAME: WILLIAM R. WAGES, P.E.

TITLE: PRESIDENT, CDR MAGUIRE, INC., EMERGENCY MANAGEMENT DIVISION

SEE PRICING PROPOSAL SECTION FOR PRICING SUMMARY

THIS FORM MUST BE RETURNED WITH YOUR RESPONSE

## **CONTRACTOR REFERENCES**

THE FOLLOWING INFORMATION IS REQUIRED IN ORDER THAT YOUR PROPOSAL MAY BE REVIEWED AND PROPERLY EVALUATED.

COMPANY NAME: CDR MAGUIRE, INC.

LENGTH OF TIME COMPANY HAS BEEN IN BUSINESS: 85 YEARS

BUSINESS ADDRESS: 11740 S.W. 80TH STREET, SUITE 102, MIAMI, FL 33183

HOW LONG IN PRESENT LOCATION: 11 YEARS

TELEPHONE NUMBER: 786-235-8534

FAX NUMBER: 786-235-8501

TOTAL NUMBER OF CURRENT EMPLOYEES: 387 FULL TIME 21 PART TIME

NUMBER OF EMPLOYEES YOU PLAN TO USE TO SERVICE THIS CONTRACT: 200-500

All references will be contacted by a County Designee via email, fax or phone call to obtain answers to questions, as applicable before an evaluation decision is made.

Respondents must have experience in work of the same or similar nature, and must provide references that will satisfy the County. Proposer must furnish a reference list of at least four (4) customers for whom they have performed similar services.

EITHER LOCAL COMMERCIAL OR GOVERNMENTAL REFERENCE(S) (PINELLAS COUNTY GOVERNMENT REFERENCES WILL NOT BE ACCEPTED) THAT YOU HAVE PREVIOUSLY PERFORMED SIMILAR CONTRACT SERVICES FOR:

1.	2.
COMPANY: Florida Division of Emergency Management --CDR M	COMPANY: Kentucky Emergency Management Agency -- CDR M
ADDRESS: 2555 Shumard Oaks Blvd., Tallahassee, FL 32308	ADDRESS: 100 Minuteman Pkwy., Franfort, KY 40601
TELEPHONE/FAX: 850-294-8250 / 850-488-1016	TELEPHONE/FAX: 502-607-5769 / 502-607-5770
CONTACT: Kevin Guthrie, Director	CONTACT: Stephanie Robey, Assistant Director
CONTACT EMAIL: Kevin.Guthrie@em.myflorida.com	CONTACT EMAIL: stephanie.i.robey2.nfg@mail.mil
COMPANY EMAIL ADDRESS: www.floridadisaster.org	COMPANY EMAIL ADDRESS: www.kyem.ky.gov
3.	4.
COMPANY: Florida Division of Emergency Management -- WFG	COMPANY: Louisiana GOSHEP -- WFG
ADDRESS: 2555 Shumard Oak Blvd., Tallahassee, FL 32308	ADDRESS: 7667 Independance Blvd., Baton Rouge, LA 70806
TELEPHONE/FAX: 850-815-4422 / 850-488-10106	TELEPHONE/FAX: 225-925-7500 / 225-925-7501
CONTACT: Pam Hughes	CONTACT: Rubby Douglas
CONTACT EMAIL: Pamela.Hughes@em.myflorida.com	CONTACT EMAIL: rubby.douglas2@la.gov
COMPANY EMAIL ADDRESS: www.floridadisaster.org	COMPANY EMAIL ADDRESS: www.gohsep.la.gov

## **ELECTRONIC PAYMENT (EPAYABLES)**

The Board of County Commissioners (County) is offering faster payments. The County would prefer to make payment using credit card through the ePayables system.

Would your company accept to participate in the ePayables credit card program?

Yes \_\_\_\_\_ No   x  

For more information about ePayables credit card program please visit Purchasing Department website

<https://pinellas.gov/epayables-2/>

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Company Name

CDR MAGUIRE, INC.

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Signature



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Printed Signature

WILLIAM R. WAGES, P.E.

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Phone Number

407-948-8281

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Email

WILLIAM.WAGES@CDRMAGUIRE.COM

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## E-VERIFY AFFIDAVIT

I hereby certify that CDR MAGUIRE, INC. [insert contractor company name] does not employ, contract with, or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

All employees hired on or after January 1, 2021 have had their work authorization status verified through the E-Verify system.

A true and correct copy of CDR MAGUIRE, INC. [insert contractor company name] proof of registration in the E-Verify system is attached to this Affidavit.

Signature: William R. Wages

Print Name: William R. Wages, P.E.

Date: April 4, 2023

Federal Work Authorization User Identification No.: 146143

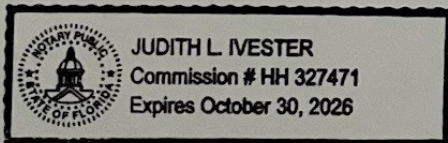
Name of Pinellas County Contract and Contract No.: \_\_\_\_\_

STATE OF FLORIDA COUNTY OF Dade

The foregoing instrument was acknowledged before me by means of 1) physical presence x or 2) online notarization \_\_\_\_\_, this 3rd day of April, 2023 (date) by William R. Wages, President, CDR-EM (name of officer or agent, title of officer or agent) of CDR Maguire, Inc, Emergency Management Division (name of contractor company acknowledging), a Florida (state or place of incorporation) corporation, on behalf of the corporation.

He/she is personally known to me or has produced \_\_\_\_\_ (type of identification) as identification.

[Notary Seal]



Notary Public

Name typed, printed, or stamped: Judith L. Ivester

My Commission Expires: \_\_\_\_\_



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## **THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS**

### **ARTICLE I PURPOSE AND AUTHORITY**

The parties to this agreement are the Department of Homeland Security (DHS) and CDR MAGUIRE, INC (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

### **ARTICLE II RESPONSIBILITIES**

#### **A. RESPONSIBILITIES OF THE EMPLOYER**

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
  - a. Notice of E-Verify Participation
  - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.





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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
  5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.
    - a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.
  6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
    - a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
    - b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.
- Note:** Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.
7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.
  8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.
    - a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at [E-Verify@uscis.dhs.gov](mailto:E-Verify@uscis.dhs.gov). Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon





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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that [E-Verify trademarks](#) and logos may be used only under license by DHS/USCIS (see [M-795 \(Web\)](#)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

## **B. RESPONSIBILITIES OF FEDERAL CONTRACTORS**

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

- a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

**Note:** If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

### **C. RESPONSIBILITIES OF SSA**

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

**Note:** If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

### **D. RESPONSIBILITIES OF DHS**

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
  - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

### **ARTICLE III**

### **REFERRAL OF INDIVIDUALS TO SSA AND DHS**

#### **A. REFERRAL TO SSA**

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.





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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

## **B. REFERRAL TO DHS**

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



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employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

- a. Scanning and uploading the document, or
- b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

## **ARTICLE IV SERVICE PROVISIONS**

### **A. NO SERVICE FEES**

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

## **ARTICLE V MODIFICATION AND TERMINATION**

### **A. MODIFICATION**

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



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## **B. TERMINATION**

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

## **ARTICLE VI PARTIES**

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



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E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.





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Approved by:

<b>Employer</b> CDR MAGUIRE, INC	
<b>Name (Please Type or Print)</b> Reena H Sarnie	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 08/20/2008
<b>Department of Homeland Security – Verification Division</b>	
<b>Name (Please Type or Print)</b> USCIS Verification Division	<b>Title</b>
<b>Signature</b> Electronically Signed	<b>Date</b> 08/20/2008



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### Information Required for the E-Verify Program

#### Information relating to your Company:

Company Name	CDR MAGUIRE, INC
Company Facility Address	15691 SW 162ND ST MIAMI, FL 33187
Company Alternate Address	P.O. Box 771750 Miami, FL 33177
County or Parish	MIAMI-DADE
Employer Identification Number	050318211
North American Industry Classification Systems Code	541
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	4 site(s)



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Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

CT	1
MA	1
NH	1
RI	1



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Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name Reena H Sarnie  
Phone Number 6177781482  
Fax 5085437758  
Email reena.sarnie@cdrmaquire.com

Name Mary Mann  
Phone Number 7864652853  
Fax  
Email marv.mann@cdrmaquire.com





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This list represents the first 20 Program Administrators listed for this company.

# *State of Florida*

## *Department of State*

I certify from the records of this office that CDR MAGUIRE INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on December 16, 1971.

The document number of this corporation is 827186.

I further certify that said corporation has paid all fees due this office through December 31, 2022, that its most recent annual report/uniform business report was filed on March 9, 2022, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

*Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this  
the Twenty-fourth day of March,  
2022*



*Randy Be*  
**Secretary of State**

Tracking Number: 7601676845CU

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

## 10. SAMPLE AGREEMENT

### AGREEMENT

23-0509-RFP

*The sample agreement below reflects the contract terms and conditions specific to this solicitation. For purposes of this sample, the “Contractor” is the successful Respondent. By submitting a submission in response to this solicitation, the Contractor acknowledges and agrees that if they are awarded a contract under this solicitation, they will enter a contract in substantially this form and subject to these terms.*

This Agreement (the “agreement” or “contract”) is entered into on the date last executed below (“Effective Date”), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 (“COUNTY”) and [CONTRACTOR’S NAME] whose primary address is [Address] (hereinafter “CONTRACTOR” or “Custodian”) (jointly, the “Parties”).

**NOW THEREFORE, the Parties agree as follows:**

#### A. Documents Comprising Agreement

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
  - a. This Agreement
  - b. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 1/1/2023, posted at <https://pinellas.gov/county-standard-terms-conditions/>
  - c. Solicitation Section 4, Titled Special Conditions
  - d. Solicitation Section 5, Titled Insurance Requirements
  - e. Contractor's response to Solicitation Section 6, Scope of Work / Specifications
  - f. Contractor's response to Solicitation Section 9, Pricing Proposal
2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

#### B. Term

1. The initial term of this Agreement is for 36 months from the Effective Date. At the end of the initial term of this contract, this Agreement may be extended for one (1), twenty-four (24) terms, or such other renewal terms agreed to by the Parties.

#### C. Pricing & Expenditures Cap

1. Payment and pricing terms for the initial and renewal terms are [list payment terms OR “subject to the cost or fee schedule in the CONTRACTOR’s Statement of Work”].  
Notwithstanding the above, County expenditures under the Agreement will not exceed [TBD \$XXX] for [“the Contract term” or “any County fiscal year”] without a written amendment to this Agreement.

**D. Exceptions**

1. The following provisions of the T&Cs are amended as follows. Except as expressly provided in this Section 2, the terms of documents composing the Agreement remain in full force and effect:
  - a. [List any exceptions here]
  - b. [List any exceptions here]

**E. Attachment A - Fema Grant Forms**

**F. Entire Agreement**

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor: CDR MAGUIRE, INC.

Signature: 

Print Name and Title: WILLIAM R. WAGES, P.E., PRESIDENT, CDR EMERGENCY MANAGEMENT

Date: APRIL 4, 2023

For County:

Signature:

Print Name and Title:

Date:



# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. <b>CDR MAGUIRE, INC.</b>	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. <b>11740 SW 80TH STREET, SUITE 102</b>	Requester's name and address (optional)
6 City, state, and ZIP code <b>MIAMI, FL 33183</b>	
7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.


Social security number									
			-			-			
or									
Employer identification number									
0	5	-	0	3	1	8	2	1	1

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► <b>3/30/2023</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>*</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



**PINELLAS COUNTY** **EVACUATION ZONES**

**EVACUATION GUIDELINES**

- 1E** 15 to 25 mph (15 to 25 mph)
- 1D** 26 to 30 mph (26 to 30 mph)
- 1C** 31 to 35 mph (31 to 35 mph)
- 1B** 36 to 40 mph (36 to 40 mph)
- 1A** 41 to 45 mph (41 to 45 mph)

**MOBILE HOME INFO**

Pinellas County residents in mobile homes are advised to evacuate if a tropical storm or hurricane is forecast to make landfall within 36 hours of the time of this notice. Evacuation Routes

[storm.pinellascounty.org](http://storm.pinellascounty.org)

This map is for informational purposes and may not be suitable for legal, engineering, or planning purposes.

# HURRICANE IAN

READY-SET-GO

**READY**  
MAKE A PLAN & PAY ATTENTION TO FORECAST

**SET**  
PREPARE FOR POTENTIAL STORM IMPACTS

**GO**  
FINALIZE PREPARATIONS & EVACUATE IF TOLD TO

**FOX WEATHER**

**PINELLAS COUNTY**  
**PURCHASING & RISK MANAGEMENT DIVISION**  
**RFP 23-0509**  
**EMERGENCY MANAGEMENT SHELTER STAFF AND**  
**CLINICAL/BEHAVIORAL HEALTH STAFF SUPPORT SERVICES**



Submitted by:

**CDR | MAGUIRE**



As noted in the County's solicitation for sheltering services, a total of 6 hurricanes have affected the County within the last 13 years; however, trying to adequately predict the number of people evaluating for each storm has been a difficult task for County and state emergency management officials.

In preparation for Hurricane Irma in 2017, 54 of Florida's 67 counties issued an evacuation order. Pinellas County was one of 4 counties to issue a mandatory evacuation.

Approximately 6.5 million Floridians evacuated, displacing roughly a third of residents and visitors. As cited in the County's Hurricane Irma After-Action Report dated January 11, 2018, over 14,000 residents sheltered in 17 shelters during the storm. In contrast to Hurricane Michael, a Category 5 storm, the County opened a total of 15 shelters, but they only took in approximately 5,000 evacuees, which represented less than a quarter of the shelter capacity during Hurricane Irma.

The following will provide **CDR Maguire's** Qualifications, Approach, and Methodology to providing Emergency Shelter and Clinical/Behavioral Health Staff Support for Pinellas County.

## EMERGENCY SHELTERING STAFF SUPPORT

### 1. QUALIFICATIONS

- a. Number of years and/or instances providing emergency shelter operation support, including but not limited to, dorm management, meal distribution, client intake, demobilization of shelter, and resource distribution.

**CDR Maguire (CDR)** is teamed with subcontract partner **The Workforce Group (WFG)** to provide Emergency Sheltering Staff Support for Pinellas County. Collectively, our team has provided emergency shelter staff, infrastructure facilities, shelter vendor services, as well as disaster response mass care facilities for local, state, and federal agencies including two mass congregate shelters in Ft. Myers following Hurricane Ian last September. A summary of our experience follows:

# CDR|MAGUIRE



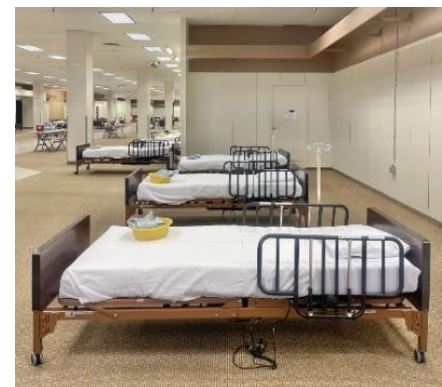
**WORKFORCE**  
GROUP  
A LEMOINE COMPANY

- **CDR** has been providing emergency management related services since 2010, assisting a multitude of state clients in response to hurricanes, wildfires, floods, winter storms, COVID-19 and other acts of God. **CDR** expanded its emergency management and logistics services to include disaster health and medical in response to the COVID-19 pandemic, further exemplifying the company's ability to pivot and act quickly to our client's needs. We officially spun off our health and medical division and launched CDR Health Care, Inc. dba **CDR|Health** in April 2020 in response to the changing COVID-19 response landscape to ensure the company could best service its clients and for insurance and liability purposes.



- Since then, **CDR** has provided over \$500 million in goods and services related to COVID-19, Emergency Sheltering, and Disaster Alternate Care Sites (ACS) via various state and local government contracts in Florida, Kentucky, Texas, South Carolina, and Massachusetts. While **CDR** is well-known for our management and oversight of the State of Florida COVID-19 infectious disease field hospitals and ACSs, we also have Master Service Agreements with the Florida Division of Emergency Management (FDEM) for Emergency Disaster Support Services. Following the landfall of Hurricane Ian last year, **CDR** has been providing an array of emergency support staff for response and recovery activities. ***The following examples of CDR's post-Hurricane Ian support services accentuate our ability to meet a multitude of challenges by providing needed sheltering, medical, and other emergency support staff to communities like Pinellas County that are at risk of a similar natural disaster:***

- **500- and 1,000-bed Mass Congregate Shelters** – following the landfall of Hurricane Ian, **CDR** was called upon to set up and staff two emergency congregate shelters in the towns of Oyster and North Ft. Myers Beach. **CDR** assisted in site identification, launching, staffing and management, as well as providing the vendor food services, janitorial facility maintenance services, and logistics support. Crisis counselors and behavioral health staff were available at each shelter location.
- **Mobile Clinic Bus** – **CDR** deployed our *Mobile Specialty Diagnostic Vehicle* to support emergency temporary shelters described above, providing primary medicine and urgent care. The mobile clinic was staffed 24/7 and provided X-ray and diagnostic imaging services, suturing, suture order fulfillment and meeting other basic medical service needs. At the time of shelter closure, the mobile clinic had treated over 100 patients. As the need for emergency shelters alleviated, the mobile clinic was relocated to the Incident Command Post on Ft. Myers Beach where it remained in service to the community until the end of January 2023.
- **Freestanding Emergency Department** – **CDR** deployed a 100-Bed Emergency Department to Ft. Myers Beach on Oyster Island. With many of the major hospitals challenged by Hurricane Ian devastation, this facility served residents and workers as roadways were repaired to the point that allowed their return for cleanup and the start of rebuilding.
- **100-Bed Alternate Care Site (ACS)** – In the aftermath of the storm, Lee County's hospital network was taxed and experienced partial utility failures. **CDR** deployed a 100-bed capacity field hospital ACS that had the ability to expand to 1,000 patients as needed. Throughout this deployment the ACS alleviated the hospital network of low acuity individuals consisting of decompensated medical surgical patients from area hospitals, homeless individuals requiring social medical care and displaced patients from assisted living facilities damaged by the hurricane. These



Patients were cared for by a staff of General Practice and Emergency Doctors, Nurse Practitioners, Nurses, and Medical Assistants.

CDR's teaming partner **WFG** was established in Baton Rouge, Louisiana in October 2013. They specialize in procurement, identification and management, staff augmentation, and emergency response across the United States. As both a staffing and disaster response company, **WFG** has extensive experience in pre-event planning, rapid start-up of operations, and rapid mobilization after a disaster.

**WFG** has direct experience supporting emergency sheltering operations for disaster survivors, homeless populations, unaccompanied minors, and migrant families. This includes extensive experience with administering emergency response projects with FEMA and multiple county and municipal stakeholders in Florida. **WFG** and its management have also supported local and state governments in Louisiana, Texas, Mississippi, Alabama, Georgia, North Carolina, South Carolina, New York, California, Indiana, Iowa, and West Virginia. **WFG** specializes in rapid large-scale staff mobilizations and deployments. They have responded to dozens of emergency events with hundreds of experienced project professionals in extremely condensed timeframes. Through our experience with emergency response projects in Florida and across the country, our combined team has gained significant knowledge and lessons learned about identifying a variety of sheltering solutions utilizing different identification models. This is further enhanced by years of experience in developing and delivering response and recovery projects funded by federal funding sources.

*As teaming partners, CDR and WFG have mastered the challenge of finding, placing, and training qualified staff for every aspect of emergency sheltering services. This includes site administration, evacuee/guest intake, dorm management, security and personnel accountability, meal distribution, shelter supply and re-supply services, data collection/storage, and time-tracking systems that help our clients meet all FEMA Public Assistance Category B federal reimbursement requirements.*

b. Education, training, and/or certifications held by staff performing the proposed work, including confirmation that background checks are performed on all employees and contracted staff.

The **CDR** Team's Senior Shelter Staff have an in-depth understanding of the National Incident Management System (NIMS) and Incident Command System (ICS). These individuals will serve as primary points of contact for the County and will oversee and supervise all emergency shelter staff and operations. *The CDR Team is much more than a staffing company. Our goal is to assist Pinellas County leaders meet every staffing need by ensuring effective and efficient emergency shelters will be provided during disaster events requiring evacuations. To accomplish this goal, we will provide Key Management staff to provide guidance and oversight of shelter staffing.*



**Daniel Mathew, CDR Sheltering Program Manager/EOC Support**

Dan has extensive experience leading the development and identification of emergency sheltering missions and innovative, short-term housing strategies. Since December 2011, he has assisted a State-led Housing Task Force in analyzing the Commonwealth of Kentucky's Sheltering Program following severe storms and tornadoes (DR-4663-Y and DR-4630-Y).

This effort has included on-site and non-on-site sheltering, as well as assisting survivors with their transition to permanent housing. *Dan has also successfully completed the National Qualification System (NQS) Position Task Books for the NIMS Housing Task Force Leader and Medical Unit*

**Leader.** Also having a background in fire and para-medical services, his mix of training and real-world experience are ideally suited for emergency sheltering services and mass care critical missions.



**Ryan Moeller, WFG Sheltering Program Manager/EOC Support** Ryan has 15 years of experience managing large-scale disaster relief and emergency sheltering projects. This includes overseeing and managing state-run temporary housing projects, FEMA Individual Assistance projects, and Community Development Block Grant – Disaster Recovery and Mitigation projects. **He has an extensive background and service experience operating and managing disaster shelters including:**

- **Served as Congregate Shelter Manager for FDEM/CDR response to Hurricane Ian in Ft. Myers and managed 3 Case Management Teams.**
- **Served the Central Texas Incident Management Team managing 3 Congregate Shelters.**
- **Served as the Williamson County Emergency Management Liaison responsible for managing Hurricane Harvey Regional Shelter Operations.**
- **Managed Non-Congregate Sheltering (NCS) for Texas General Lands Office involving 4,000 mobile home units deployed across 49 counties affected by Hurricane Harvey**

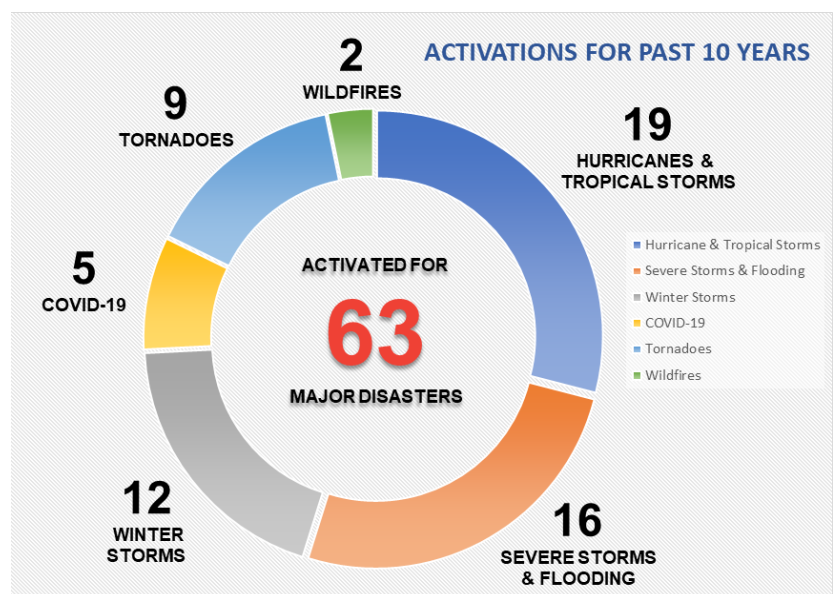
Our Sheltering Program Managers have extensive experience operating within a unified command and response, having received training through the certification process, live exercises, and providing support for actual disaster response events. They will ensure that all shelter staff receive standardized shelter training and PII training prior to shelter activation. The **CDR Team** uses the American Red Cross Sheltering Handbook and FEMA Shelter Field Guide as the foundation of our training program to ensure staff are prepared for deployment to a shelter.

In accordance with Florida law, the **CDR Team** will also conduct Level 1 background screening on all shelter personnel. We will document these checks and provide written reports confirming that they have been completed. No personnel who fail a background check will be allowed on any shelter site.

### c. Demonstrated knowledge of Federal Emergency Management Agency (FEMA) response and National Incident Management System (NIMS) programs. As expressed in Attachment A.

Since 2000, **CDR** has been activated for **63 major disaster declarations**. We employ people who are highly qualified and trained. Personnel proposed for this solicitation possess the education, experience, and qualifications to open, operate, manage, and close evaluation shelters. We most recently supported emergency sheltering operations during Hurricane Ian (Florida), Hurricane Ida (Louisiana), severe storms and tornadoes (Kentucky), and COVID throughout the country.

To ensure our team understands IAMS, we initially require our personnel to complete FEMA IS-100.



00.c and 700.b, and 00.d. Through IMS and their vast experience, our team understands how to plan and operate in collaboration with local, state, federal agencies, the American Red Cross, and VOADs during incidents.

Lastly, our key managers for this project have attained FEMA's National Qualification System (NQS) requirements and served in leadership roles for State-led Disaster Task Forces. Based on FEMA lessons learned from recent disasters, this level of participation for providing sheltering staff is strongly encouraged. It will help assure the County meets the IMS identification objectives for meeting local and state sheltering strategies and planning considerations which assists in editing FEMA Public Assistance Category B reimbursement of shelter expenses and associated emergency protective measures.

#### d. Demonstrated knowledge of a local governmental emergency response, particularly as it relates to emergency shelter operations, mass feeding, and mass community care.

Through our recent emergency sheltering missions, the **CDR Team** has worked with numerous local and state stakeholders in Florida. We have extensive experience working with both local and agencies, non-profit partners, faith-based partners, VOADs, and LTRGs to coordinate emergency shelter operations, mass feeding, and mass care. Specific examples of our local government support for emergency responses related to shelter operations include

**Hurricane Ian Emergency Shelters and Mass Care and Staff Augmentation** – CDR was tasked by FDEM to equip, open, staff, and manage a 500-bed and 1,000-bed Congregate Shelter. The emergency shelters were in the towns of North Ft. Myers Beach and Lido. We also provided staff augmentation for the State EOC and Town of Ft. Myers Beach EOC that included

- 10 EOC Managers Incident Command and Officers
- 4 Sheltering Coordinators
- 6 Food Service/M Meal Coordinators
- 1 Mission Support Specialists
- 1 Logistics Section Chief
- 1 Contract and Vendor Management Staff
- 10 Case Managers
- 3 Case Manager Supervisors

As part of our Hurricane Ian response team, **WFG** supported FDEM's local response by providing shelter managers, shelter workers, case managers, and crisis counselors to Congregate Shelters in Charlotte, Collier, and Orange Counties.

**The Surfside Building Collapse** On June 24, 2021, at 11:00 a.m., the Chancellors Towers South, a 12-story beachfront condominium in the Miami suburb of Surfside, partially collapsed, causing the death of 11 people. FDEM tasked **CDR** to assist in the response by providing staff augmentation of the following

**CDR** response and recovery efforts included

- Turnkey Alternate Care Site Services
- Congregate Shelters
- Temporary Emergency Room
- Medical Staffing Support
- Local State EOC Staffing Augmentation
- Planning, Operations, Logistics, and Finance Support





- 10 Program Specialists and 10 Administrative Assistants to assist FEMA American Red Cross onsite
- 5 Incident Management Team Specialists onsite
- 4 FEMA Incident Needs Specialist onsite
- 35 Call Center Representatives offsite
- 10 IT/GIS Specialists onsite/offsite
- 1 Registered Nurse onsite
- 1 Logistics Officer onsite

## CDR response efforts included

- Onsite Incident Management Team Support
- FEMA Support
- IT/GIS Support
- Website Development
- Call Center Services

CDR also provided other services including development and launching a Family Information and Reunification System within 24 hours, consisting of

- Established a Call Center within 24 hours to handle mass dissemination of information, FAQs, and reporting of missing or found persons.
- Developed and launched a Mental Health website.
- Developed and launched a Registration website for IA Incident Needs.
- Developed and launched a Missing Items Registration System.
- Developed and launched a Case and Donor Management System.
- Integrated the Family Information and Reunification, Case Management, and Donor Management systems together.
- Transferred all systems developed into FDM Salesforce environment.
- Provided 10 Polaris ATVs.
- Provided office equipment and supplies including routers, monitors, paper, pens, etc.

**Lee and Charlotte County Tornadoes** – In 2004, two tornadoes struck southwest Florida, destroying more than 100 mobile homes, and damaging others in Lee and Charlotte County. An EF3 tornado touched down near a mobile park in Fort Myers and an EF2 tornado touched down in Charlotte County, just north of Fort Myers. CDR again teamed with FDM to provide Incident Needs Assistance by standing up a call center of 10 specialists to handle mass dissemination of information and provide case management support to connect survivors with donors and agencies responsible for unmet needs assistance.



**Florida COVID-19 and Mass Care Services** In response to Florida's COVID-19 crisis, CDR|Health and CDR|EM partnered with FDM and were tasked to purchase Personal Protective Equipment (PPE) on behalf of the State of Florida. Within the first 30 days, we purchased approximately \$4.7M in PPE supplies and equipment to minimize the exposure of COVID-19 to the citizenry.

CDR also

- Provided a team of logisticians to procure and distribute over \$30M in personal protective equipment (PPE) and other supplies and equipment in Florida.
- Provided turnkey vaccination services to four state sites and dozens of county sites, vaccinating 4,000 patients per day at the height of the pandemic. We also staffed **500 clinical and support staff** day at each site.

- Established 40 turnkey monoclonal antibody (MaB) sites over an 80-day period, treating over 1,500 patients/day. Staffed over 300 clinical and support personnel to support these sites.

Concurrently, several counties were seeing some of the highest infection counts in the nation. With concerns of limited hospital and ICU bed capacity, **CDR assisted the State's response by planning, managing, and overseeing 4 infectious disease field hospitals.** Within four days of enactment, CDR helped open, supply, and staff 1,000 beds within two weeks. As the pandemic further developed, CDR provided interagency and contractor coordination between FDEM, the Florida Department of Health (FDOH) and the U.S. Army Corps of Engineers. Spanning a four-month operational window, approximately 100 M in services were provided to the State to analyze these facilities. CDR also assisted in the development of standard operating procedures and guidance. During this time, CDR had up to 30 people assisting the State with planning and response activities. Initially working out of the State SOC, the CDR Response Team was relocated to the City of Jacksonville's Mobile Command Vehicle (MCV) parked adjacent to the SOC in Tallahassee and worked out of the MCV until July 2021.

### Pinellas County COVID-19 Services

CDR was among one of the most prominent vendors to partner with the Pinellas County Department of Health to provide turnkey testing, vaccination, and monoclonal antibody treatment services during the 2021-2022 COVID-19 surges. CDR provided 4 turnkey sites that encompassed mass care related services for testing, vaccination, and treatment of residents. Locations included:

- ✓ Suncoast YMCA – COVID-19 Testing
- ✓ Holy Trinity Greek Orthodox Church – MaB Treatment
- ✓ Health Equity Center – Testing & Vaccination
- ✓ Largo Center – Testing, Vaccination, MaB Treatment

These sites were entirely operated by CDR to serve and provide alternative care to the residents of Pinellas County. CDR provided staffing, logistical services, data management, patient screening, and medical services in the event of an emergency.

- e. Descriptions of a minimum of three (3) similar projects in which the same or similar services were provided for a public sector or government entity, including contact information to verify references as it relates to emergency shelter operations, mass feeding, and mass community.



Florida Division of Emergency Management  
Emergency Alternate Care Sites, Emergency Department, and Mobile Health Clinic

Kevin Guthrie, Director  
555 Shumard Oaks Boulevard, Tallahassee, FL 32301  
904-444-5011 | kevin.guthrie@epl.florida.gov

CDR and WFG provided sheltering staff augmentation for 4 temporary shelters in 3 counties. Services that included:

- shelter management
- dormitory client services
- crisis counselors
- disaster case management
- logistical support
- general shelter personnel

Our Shelter Management Team assisted in the design and implementation of a survivor intake and case management database



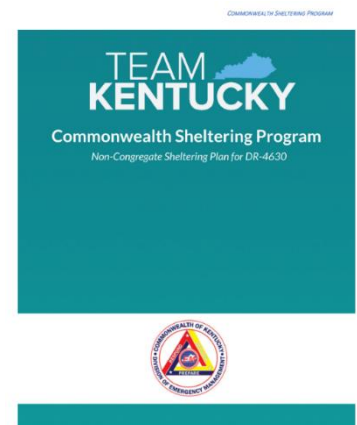
for the Lee County's 500-bed temporary shelter. We assisted over 1,000 survivors with emergency sheltering services and connected them with available resources to resolve ongoing unmet needs and ultimately facilitate individual long-term recovery plans.



## Kentucky Emergency Management (KYEM) Non-Congregate Sheltering for DR-4630 and 4663

**Stephanie Robey, Assistant Director for Finance & Administration**  
100 Minuteman Pkwy, Frankfort, KY 40601  
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In response to a massive EF4 tornado that traveled some 65 miles in Kentucky alone in late 2004 and severe river and flash flooding in mid-2005, CDR has been tasked by KYEM to manage the Commonwealth's Sheltering Program for DR-4630 and DR-4663. Our work involved the development and implementation of the Commonwealth Sheltering Program. Since December 2005, our Housing Incident Management Team has been coordinating sheltering activities to allow survivors to shelter in Kentucky State Parks lodges and cottages, privately operated hotels, or travel trailers. Because the program was eligible as a FEMA/PA Category B expense, the non-congregate sheltering program covered sheltering affected residents at no cost to their households. Our team is now in the 5th month of analyzing the Commonwealth's Sheltering Program for survivors of the tornado and flooding events.



## Governor's Office of Homeland Security and Emergency Preparedness and Office of Community Development Mass Care and Emergency Services

**Rubby Douglas, Preparedness Section Chief, GOHSEP**  
7667 Independence Boulevard, Baton Rouge, LA 70806  
225-219-9744 | [rubby.douglas2@la.gov](mailto:rubby.douglas2@la.gov)

From September 2005 to March 2006, WFG provided 47 staffing for 5 FEMA mass care survivor base camps sites that sheltered over 500 Terrebonne Parish survivors. Responsibilities included

- Coordinated feeding services for those sheltering in the camps and an additional 1,000 parish residents.
- Provided case management services to residents, including assistance with FEMA Individual Assistance applications and other types of relief funding.
- Aided with identifying long-term housing and other recovery needs.
- Coordinated site visits from outside organizations (FEMA, HUD, LHC, LDH, DSFS, LA Spirit, etc.)



- Managed other services, such as, security and laundry, and addressed emergency needs.



Louisiana Housing Corporation, Office of Community Development  
COVID-19 Non-Congregate Shelter Homelessness Initiative

**Stacy Koch, Director of Housing**  
1201 N. 3<sup>rd</sup> Street, Suite 7-210, Baton Rouge, LA 70802  
225-219-9744 | [stacy.koch@la.gov](mailto:stacy.koch@la.gov)

From March 2020 to December 2020, **WFG** was tasked by Louisiana's Office of Community Development to provide non-congregate sheltering services for the homeless population to mitigate the transmission of COVID-19. **WFG** directly managed 3 of the 7 largest shelter locations, providing 24-hour shelter management, performing applicant intake, providing case management for applicants, and coordinating long-term housing. They were responsible for monitoring applicant eligibility throughout the duration of the program. They also coordinated food and medical care to all residents and provided all the safety personnel program wide. WFG used its proprietary database to track residents, provide public assistance case management efforts, ensure the delivery of on-site care, and manages the program and its multi-level staffing needs at all seven shelter sites. WFG personnel were able to obtain long-term housing solutions for 75% of the program applicants.



## 2. APPROACH

- Proposed approach in providing emergency shelter staff support services and identify tasks necessary to meet the RFP requirements of the provision of services. Include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge, and qualifications to perform the scope of services as described herein.**

After contract execution and before each hurricane season, **CDR's** Shelter Program Managers will

- Provide a 24-hour contact list to Pinellas County Emergency Managers of phone numbers, emails, and physical addresses for our key staff who will be involved in mobilizing personnel to shelter sites, and
- Meet with the Pinellas County Emergency Managers to discuss and review the latest identified emergency sheltering sites based upon potential storm paths and threats, needed resources, coordination requirements, etc.

When a storm threatens Pinellas County, the **CDR Team** will

- Mobilize and deploy key program staff immediately upon receipt of a notice to proceed from the county. At least one of our Shelter Program Managers will mobilize to the EOC within 4 hours of notice. We will be in to assess the potential scope of the event and start working directly with all county and local stakeholders.



- Coordinate with the County Emergency Managers leaders and serve as POC for routine shelter status reporting.
- Mobilize shelter workers based on shelter facility opening schedules.
- Assist in coordination with federal, state, and local jurisdictions regarding evaluation and sheltering.
- Assist in coordination of wraparound vendor services for meals, sanitary, and logistics at designated sites so that individually assigned Shelter Managers can effectively schedule to meet staffing needs.
- Review and assist in coordination and dissemination of updated plans for transportation services when evacuees have special needs or need pet-friendly sheltering.

The **CDR Team** will assess the need of the potentially impacted areas and develop a shelter operational plan for activating, mobilizing, deploying, managing, demobilizing, and immediate redeployment or movement of shelter teams to augment county sheltering activities for mass care shelters. We will implement our standardized training policy to train shelter staff for working in on-site settings.

Our team will conduct background screening on all shelter personnel to include registered sex offender and child abuse checks. We will document these checks and provide written reports confirming that they have been completed. No personnel that fail a background check will be allowed to work on the project. We will coordinate all necessary resources and supplies to allow staff to conduct uninterrupted shelter operations. This will include all necessary personal protective equipment.

**CDR Team's** in-house recruiting and staffing personnel will work to mobilize previously identified project staff to support shelter activities. We have pre-existing personnel databases that will be used to track staffing availability. Reports that will be provided to the County include the number of available staff and position category, assessment of full project capabilities and certified background checks.

All staff mobilizing to support shelters will undergo health screening on arrival at the shelter site to include a temperature check and a medical questionnaire. Staff passing the medical screening will be scheduled for health safety and shelter training protocols. Local liaisons will be present during safety and operational training.

Shelter Activity Reports will be generated every 4 hours. These reports will include:

- Situational Reports
- Activity Sheets
- Sign In/Out Sheets
- Communication Logs
- Daily Time and Visitor Logs
- Resource or additional Patient Care Forms

The **CDR Team** will confirm all demobilization directives with the County to identify if reassignment to another shelter location is necessary. Upon confirmation, personnel will transition responsibilities to replacement staff and participate in debriefings with the local jurisdictions and/or County. If the shelter is closing, our personnel will support closing and project closeout efforts.

Shelter staff management will maintain reporting on all personnel and equipment during demobilization process. All necessary documentation, including but not limited to timesheets, sign-in sheets, visitor logs, intake forms, resident forms will be provided to the County for document retention and cost reimbursement. We will also keep copies of all project documentation.



Our personnel accountability and time tracking systems help our clients meet all federal reimbursement requirements, with a proven track record of providing a detailed documentation for Applicant Force Account Labor and Contract Costs, as well as equipment, Mutual Aid, and Donated Resources. We allow for simplified time estimation, signatures, and approvals, with real-time visibility into hours worked and costs spent, helping to calculate burn rates for protection costs, anti-racism spending, information decisions related to scaling up or down, or needing to de-obligate assets. Data can also easily be presented in different ways, such as by time or location.

As indicated previously, we will be prepared to mobilize and deploy key project staff immediately upon receipt of a notice to proceed from the County. Project Management staff will be in to assess the potential scope of the event and begin working directly with all local and County stakeholders to perform the following:

- Determine full scope of shelter services.
- Determine shelter capacities.
- Survey and lay out the space plan for the shelter.
- Complete site reviews, if possible.
- Brief and organize key staff on all aspects of shelter management.
- Distribute training and safety materials.

We will distribute training materials and general responsibilities for the following components of shelter management:

- Shelter Manager/Shift Supervisors.
- Registration/Intake.
- Food Services if applicable.
- Dormitory.
- Staffing.
- Logistics and Site Services.
- Health Services and Behavioral Health Services.

Additional considerations that will be part of our strategic deployment are listed below. This information will impact both shelter logistics and forecasting additional staffing needs:

- Anticipated number of shelter residents.
- Safety concerns.
- Facility security.
- Anticipated duration of the operation.
- Demographics of residents to include functional and special needs services.
- Facility type and layout.

We will also be in to assess the need for shelter supplies such as:

- Personal Protective Equipment for staff and residents.
- COVID health testing supplies as required.
- Potable water – hydration equipment.
- Communication equipment (phones, radios, etc.).
- Food and food service supplies/equipment.
- Sanitation supplies/equipment.
- Children's and infants' supplies.
- Universal accessible cots.
- Blankets.
- Pillows.
- Personal hygiene supplies.
- Towels.
- Durable medical equipment (wheelchairs, oxygen concentrators).
- First aid and medical supplies.
- Administrative supplies.
- Tables and chairs.

It is important for the shelter management team to be realistic about the security risks that may exist in a large emergency shelter and to constantly monitor for signs of developing situations. Our staff will be trained to look for:



- Sale or use of illegal drugs and alcohol.
- Weapons.
- Prostitution.
- Gambling activities.
- Fights and altercations.
- Theft of shelter or personal property.
- Loud, boisterous, and disruptive behavior.
- Damage to shelter facilities.
- Mistreatment or abuse of shelter residents, including elderly, disabled and children.

Additional safety measures that may be implemented into our operational plan could include the following:

- Issuing shelter identification wristbands, badges, etc. to shelter residents and staff.
- Performing identification checks at all doors.
- Limiting the number of public entrances and exits.
- Posting personnel to monitor the doors to the dormitory and children's recreation areas.
- Searching packages at doors.
- Monitoring bathrooms.
- Establishing "off limits" areas.
- Instituting roving external patrols of the immediate area around the shelter.
- Relocating trouble residents and contacting authorities when necessary.

A key element of risk management is documentation of any type of incident that may result in follow-up action. Staff will be trained in incident reporting. Specific examples of when to document a shelter incident include the following:

- Situations resulting in injury.
- Situations where individuals are removed from the shelter or law enforcement is requested.
- Situations resulting in significant damage to the facility or loss of property.
- Threats of harm or bodily injury made against any shelter resident or staff member.
- Allegations of improper conduct.

Copies of the incident report should be provided to all County and local leadership as well as the shelter management.

## SHELTER OPERATIONS

Safety for staff and residents is the top priority. To ensure a safe and healthy shelter environment, we will provide conduct checks of the facility on an ongoing basis throughout the operation.

- Orderly and clean facility.
- Functional and sanitary kitchen.
- Sufficient lighting and safety.
- Functional facility HVAC, water, sewer, electrical.
- Fire safety.
- Indoor and outdoor walkways open and free of hazards.
- Emergency exits clearly identified and unobstructed.
- Accessibility for children and adults who may use mobility devices.
- First Aid, medical.
- Emergency evacuation plan and identified muster points.

## FACILITY AREAS/FUNCTIONALITY

We will identify an area near the facility's main entrance for registration of residents. When setting up the registration area we will position several tables and chairs by the main entrance to receive residents. We will allow for one registration worker at each table and enough space for privacy when clients are

Providing registration information. One table will be designated for **Health Services** and **Behavioral Health Services**. We will use only one facility entrance, if possible, and position staff at other entrances to direct residents.

Separate spaces for families, women, men, and other groups will be established. We recognize that shelters will be in existing County school buildings and recreation center but, having one toilet for every 10 persons is recommended. If the shelter has only one toilet, it must be accessible for people with disabilities. A minimum of one toilet for every six persons must be accessible for people with disabilities.

An appropriate ratio of shower for every 15 people is recommended. If the shelter has only one shower, it must be accessible for people with disabilities. A minimum of one shower for every 6 persons must be accessible for people with disabilities. However, we recognize that many of the shelters may be primarily for evacuation of residents from flood prone areas and they will be closed relatively soon after potential flooding subsides, and it is safe for residents to return to their homes. In the event storms result in significant damage, we will coordinate with the County to provide additional portable facilities.

It is best practice to establish a schedule for meals and set up dining areas that are located away from the dormitory. We will also post signage that states that no food can be taken to the dormitory areas.

We will also post a facility rules and guidelines list to include but not limited to:

- No drugs, alcohol, or weapons are permitted.
- Smoking – Use of all tobacco products, matches, or lighters inside the shelter is prohibited.
- Children – Parents are responsible for seeing to the transportation and controlling and attending to children.
- Personal belongings – Shelter staff cannot assume responsibility for belongings.
- Sleeping areas are quiet areas during certain hours to the greatest extent possible.
- Residents leaving the shelter for any period must sign out and sign back in.
- Responsibility for keeping shelter areas clean.
- Food and drinks, other than water, are not allowed in the sleeping area.
- Be always respectful and courteous to others.
- Immediately report all health or safety concerns to shelter staff.

## ACCESS AND FUNCTIONAL/SPECIAL NEEDS SERVICES

**Communication** – People with special communication needs may not be able to hear announcements, see signs, understand messages, or verbalize their concerns. Alternative formats can be used in these instances.

**Equipment and Personal Assistance** – Any people who are dependent on medical equipment or home health care will need to bring the equipment and/or the personal assistance they receive at home with them to the shelter. *The County's All Hazard Guide reiterates this message. We will assist the County during pre-storm events to achieve the widest dissemination of this information across multiple media sources.* Examples of these include durable medical equipment, such as wheelchairs and walkers, medications, and personal caregivers. If people do not bring their equipment, medications and/or personal assistant, these services can be coordinated with County health providers.

**Accessible Transportation** – We will coordinate availability of accessible transportation for children and adults who require it to benefit from the same programs and services offered to others in and away from the shelter.

**People with Visual Disabilities** – Printed information may need to be accessible in alternative means. A verbal orientation may need to be provided and volunteers assigned to help as guides or readers. Sleeping space may need to be located along a wall or in a corner to make it easier to locate.

**People Who are Deaf or Hard of Hearing** – For any people who are deaf, sign language is the primary means of communication. Volunteers can help with basic communication needs by writing instructions. We will ensure notecards, pens, and pencils are on hand to use as communication tools.

**People with Mobility Disabilities** – We will assign a lot space in an area where access to dining and restroom areas is easily available and not obstructed. A person using a motorized wheelchair or scooter will need a table within the shelter to recharge their batteries.

**People with Cognitive, Intellectual and Mental Health Disabilities** – People with cognitive, intellectual, and mental health disabilities may have trouble processing information unless it is presented slowly and simply. We normally plan for having the ability to refer evacuees for medical evaluation or have clinical/behavioral health staff present to assist with observation and treatment, as well as alternative communication methods.

**Service Animals** – Service animals are always allowed, once validated. They do not need to be vaccinated or crated, but they will need an emergency preparedness kit, just like a person. Evacuees are encouraged to bring enough food and supplies for two weeks.

**Household Pets** – Pinellas County has pre-identified pet-friendly shelters at facilities specifically equipped for sheltering animals, and operated by qualified, trained staff. If evacuees arrive at a non-pet-friendly shelter with their pet, we will coordinate for transportation to a designated pet-friendly shelter. Pinellas County provides free bus service via PSTA to pet-friendly shelters. We can also assist evacuees contact with other organizations and agencies to determine appropriate sheltering or veterinary needs for household pets.

## PREVENTING CONTAGIOUS DISEASE OUTBREAKS

Prevention is paramount to preventing contagious diseases at bay. We will prominently remind both residents and staff to follow the basic tenets of personal hygiene. Specific methods for preventing the spread of contagious diseases will be posted and include the following:

- Cover mouth when coughing and sneezing.
- Wash hands often with soap and warm water and use hand sanitizer.
- Avoid touching eyes, nose, or mouth to prevent the spread of germs.
- Try to avoid close contact with sick people.
- Keep areas clean, especially living areas.
- Promptly report illnesses or other medical concerns to shelter staff.

Should any contagious disease outbreak occur, shelter staff, with the direction of County health personnel will take the following precautions:

- Continue to promote personal hygiene measures.
- Utilize separate areas of the facility for residents to quarantine.
- Report any outbreak to the local public health department and support agencies.
- Request medical assistance as necessary.
- Assist residents who feel they may be affected to self-report to shelter staff.
- Work with medical personnel or other to identify other residents who may be affected.
- Increase the distance between people if possible.
- Perform additional environmental cleaning.



## b. Proposed timeline in providing emergency shelter staff support services.

Below is a high-level overview of an event timeline. In this operational plan we will detail the processes that will occur in the activation, mobilization, deployment, management, and demobilization of shelter activities.

Timeframe	Deliverable
<b>1 Week Pre-Event</b>	Establishing proactive communications with the County to assess potential impacted areas and possible needs. Initiating the mobilization of necessary supplies. Alerting key Staff and prearranging required staff documentation. Monitoring the potential impact and maintaining daily cadence with County.
<b>120 Hours Pre-Event (NTP Received)</b>	Key Staff resources activated/deployed, available and ready to be in work. Work with County to establish resources and needs reestablish shelter locations, potential locations for turnkey shelters, and logistical operations plan.
<b>96 Hours Pre-Event</b>	Additional Pre-screened and qualified Personnel have been deployed and arrive on site to coordinate with <b>CDR Team</b> leadership and the County on additional directives. Working at the County's directive on prepping shelter locations.
<b>72 Hours Pre-Event</b>	If mandatory or voluntary evacuations issued, coordinating with the County on sheltering plans for specific sites and receiving directives for location of Personnel resources.
<b>48 Hours Pre-Event</b>	Emergency evacuation shelters open. Necessary staff is in place to be in resident intake and full-scale shelter management.
<b>24 Hours Pre-Event</b>	Resident intake and routing continue, all shelter areas are operational, all equipment, supplies are available. Residents are receiving core services food, health, individual resident services.
<b>Days 1-3 Post Event</b>	Resident intake and routing continue, all shelter areas are operational, all equipment, supplies are available. Residents are receiving core services food, health, individual resident services, family reunification services.
<b>Days 4-6 Post Event</b>	Resident intake and core shelter services continue to meet the needs of the event. Reporting continues at established intervals.
<b>Day 7 Post Event</b>	Confirm any new directives to extend the duration of the shelter operation and/or initiate demobilization of disaster shelter site. Assist with cleaning and break down of the facility.

## c. Proposed activation/response time to designated site(s) of Pinellas County's request.

**CDR Team** leadership can activate and deploy to the County within 4 hours of a Notice To Proceed (NTP) or sooner if necessary. Additional support Personnel will arrive to the designated site(s) within the next 4 to 7 hours as the number of anticipated evacuees and capacity of the site(s) dictates.

Category	Quantity
Shelter Support Staff	60 within 4 hours of NTP 10 within 4 hours of NTP 100-150 within 7 hours of NTP

## d. Proposed minimum and maximum number of staff available and describe how available pool of credentialed staff will be maintained when not activated.

The **CDR Team** is prepared to meet the staffing needs of the County. *We can provide 120-150 shelter staff within 72 hours of a NTP, but we also are capable of scaling to between 500 to 1,200 if needed.* As indicated previously in our response, we recently provided over 30 shelter personnel in the aftermath of Hurricane Ian across multiple shelter sites.

We maintain a cadre of emergency response personnel year-round. Many of which have already been credentialed for emergency sheltering operations in Florida. Our in-house recruiting and talent acquisition team is consistently updating the on potential opportunities within the organization. Maintaining this constant engagement with our personnel is one of the keys to our ability to activate and respond to the County's needs.

**e. Proposed minimum and maximum duration of response, if any.**

*The CDR Team will be responsive to the needs of the County regardless of mission duration.* We do not require a retainer, nor do we have minimum assignment durations. As emergency managers and residents of Florida ourselves, we will endeavor to serve Pinellas County residents for as long as it is deemed necessary.

**f. Proposed transportation plan for arriving to the designated site(s) and transportation plan on-site for deployed staff.**

The **CDR Team** has used a variety of methods for staff transportation on emergency sheltering deployments. Some staff may elect to use their own method of transportation to arrive at the site. We will be proactive in working with the County to determine capacity for vehicles and RVs at an individual shelter location, as well as the accessibility of roadways. Upon approval, we will have staff report to a designated staging area where they can park their vehicles and receive further instructions on their duties.

When necessary to limit vehicular traffic on damaged roadways or areas of lower outage, our team will also utilize passenger vans to transport shelter staff to the site and utilize the as on-site transportation for shelter staff. Overall, the transportation plan will prioritize safety, efficiency, and accessibility for staff members. Regular communication and updates to the plan may be necessary depending on the situation and the needs of the emergency sheltering site.

**g. Proposed lodging plan prior to arrival (when not in shelter), plan when required to stay in shelter when storm/event is imminent, and plan for lodging after the lockdown period.**

**CDR** maintains a full-time, in-house travel office dedicated to the coordination of all staff deployments. Our team utilizes a network of national contacts and GSA negotiated rates to arrange flights, rental cars, and lodging accommodations, allowing for a seamless deployment. Our travel office is able to acquire lodging for all field staff when not in the shelter during sustained tropical storm force winds.

During the event planning stages, our travel office and team leaders will

- Identify and secure agreements with nearby lodging options such as hotels, motels, or temporary rentals that are near the emergency shelter sites, and outside flood zones within the County, using our network of corporate partners.
- See alternative or backup lodging options in the northern portions of Hillsborough County or nearby Polk County along the I-4 corridor. If lodging is secured for staff in these areas, the transportation plan will be supplemented with passenger buses. In such instances, priority and alternate transit routes will be identified, taking care to avoid likely problems such as the bridges crossing Tampa Bay.

- Additional resources will be brought into the area via mobile command units to include fuel, generators, water, and food to support staff.

During the operation of the emergency shelters

- We will establish on-site lodging options for staff and volunteers who will be working extended hours or overnight shifts. This may include temporary sleeping areas or designated rooms within the emergency shelter itself.
- We will provide necessary bedding and other basic amenities such as towels and toiletries for those staying on-site.
- We will establish designated areas for staff to take breaks or rest, and ensure that those areas are clean, comfortable, and secure.

After the event

- We will ensure that all lodging options used during the emergency shelter operation are left in a clean and usable condition.
- Shelter staff will return to pre-event lodging options.
- Evaluate the effectiveness of the site-specific lodging plan and identify areas for improvement or adjustment.
- Create a log of lodging options that were used during the emergency shelter operation for future reference and planning.

Overall, the lodging plan should prioritize the safety, comfort, and accessibility of staff and volunteers who will be working at the emergency shelter. Clear communication and regular updates on lodging options and arrangements should be provided to staff to help reduce stress and anxiety during the emergency response period.

#### **h. Demonstrated prioritization and/or guarantee of serving Pinellas County if Proposer has contracts with other organizations.**

***In short, the CDR Team is committed to maintaining personnel, systems, and organizational processes necessary to ensure Pinellas County receives priority staff augmentation to meet your Emergency Sheltering and Clinical/Behavioral Health Staff needs.***



**CDR has been a *trusted and reliable partner to the State of Florida for over a decade* and worked side-by-side with clients such as FDEM, FDOH, FDEP, and over a dozen counties and cities in meeting disaster response and recovery needs.** We have served numerous large-scale deployments providing mass care emergency shelters, field hospitals, debris removal monitoring operations, and augmented State Emergency

Operations Center for the duration of the COVID-19 pandemic and recent disasters, including Hurricane Ian. **CDR** has demonstrated our capability to consistently deliver highly qualified and skilled people, supplies, technology, and services throughout the state with short response time, in as little as **2 hours**, including but not limited to

- *Staffing and management of Turnkey Alternative Care Sites and Field Hospitals providing medical/clinical services, testing, vaccinations, and treatments with as little as **12 hours' notice supplying approximately 50-200 staff per site.** We can provide over **7,500 clinically licensed** or health-related support staff.*
- *Staffing and management of Evacuee and Disaster Survivor Shelters including mobilization of portable infrastructure. Within 24 hours of notice we were providing **80 shelter workers and crisis counselors, 4 service vendors for facilities, food services, security, and janitorial services.** The Shelters were designed to accommodate 500 to 1,000 evacuees.*



- *Staffing and management of debris removal monitoring operations involving as many as **1,200 monitoring staff**. We are currently performing the Hurricane Ian debris monitoring services within Lee, Collier, Charlotte, and DeSoto counties for FDEM. We have a staff of **350+** monitors, supervisors, FEMA-PA, and environmental specialists responsible for collecting data needed to ensure federal reimbursement related to private and commercial property debris removal, derelict vessel and titled property removal. Similar major disaster responses such as Hurricane Michael and the 2020 Oregon Wildfires involved total staff of **over 1,200 personnel**.*

CDR also has several active standby contracts for emergency response services within other states, but they present no conflict or impairment of our ability to staff Pinellas County Shelters.

The **CDR Team's** capacity is further enhanced by teaming partner **WFG**, which has one other active standby contract for emergency sheltering with the Massachusetts Emergency Management Agency. This will not conflict with a deployment to Pinellas County. That said, if **WFG** should have multiple deployments for a single event, they have guaranteed the **CDR Team** that Pinellas County will have a dedicated senior leadership team and shelter personnel assigned to our needs.

**WFG** has over 100 full-time staff and a cadre of thousands of emergency response and disaster recovery personnel. This enhances our team's ability to ensure that Pinellas County has the resources needed for its response efforts. One example of **WFG's** capacity is the 2004 hurricane season. They had over 300 personnel deployed across Louisiana, Mississippi, and Alabama, and eight different geographical locations within those states. They also just responded to 4 separate shelter locations in Florida after the impact of Hurricane Ian (two of those shelters were co-staffed by **CDR** and **WFG**). Much like **CDR**, they deployed leaders to the SIOC in Tallahassee 5 days prior to landfall and subsequently deployed over 30 shelter personnel within 72 hours of an ETP.

- Describe all value-added services delivered by the proposing organization that will be leveraged under this proposal.**



### **Shelter Management Software and IT Support**

While we understand that Pinellas County has its own sheltering software that will be utilized during sheltering operations, **CDR** team member **WFG** has a proprietary emergency sheltering database that can be deployed if desired. This shelter management software was most recently used during our joint deployment for Hurricane Ian in Ft. Myers, as well as for unannounced minors, homeless populations, and disaster survivors. Use of our team's software will alleviate precious time for training shelter workers on its use. And our in-house IT professionals, designers, and writers have direct experience working on emergency sheltering missions and integrating our software with third-party platforms. They specialize in customized corporate database buildouts and management. We have utilized these services on multiple occasions in the form of rapid field application developments, as well as comprehensive systems of record for entire corporations.

Our Software and IT Support can assist Pinellas County by

- Ensuring the proper data management and records retention necessary for maintaining compliance with federal guidance and reducing exposure to potential funding lawbacks. With a multitude of stakeholders interacting at different points, our team can provide a mechanism by which funding, and shelter resident statuses can be tracked, and accurate information can be provided to County officials.

- Our database capabilities allow us to utilize the backend data to maintain comprehensive dashboards to track survivor information at every shelter sites. Further, automation can also be introduced to route these applicants to the service resources that could potentially provide them with the most benefit through our case management process.

- Our database also allows us to design and deploy rapid field applications. This allows our personnel to collect documentation and various shelter resident information in real time. Our rapid field apps have been deployed across the U.S. on projects funded by FEMA, HUD, and the U.S. Treasury. This is especially helpful at the service project level and analyzing timelines of shelter resident statuses and activities. A few examples of project types where our data intake and tracking systems have been utilized include Congregate Mass Care Sheltering Sites for survivor intake, tracking and reporting, and Residential Support Congregate Sheltering at hotels or emergency housing units and for Disaster Case Management involving survivor outreach and intake, as well as ongoing survivor assistance.

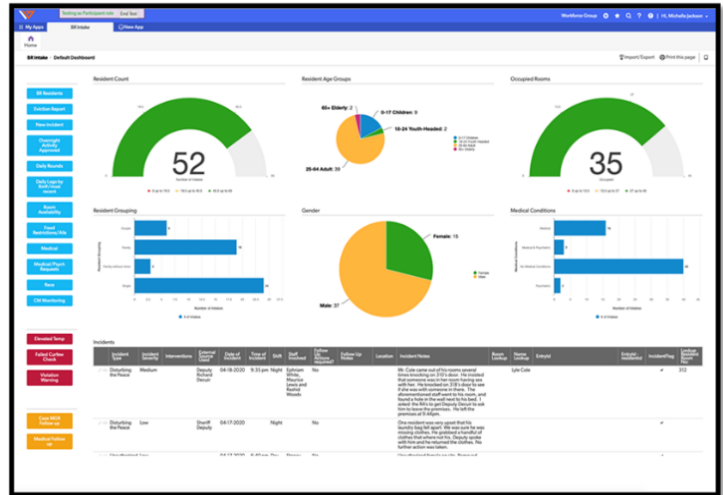


Figure 1: Example of an Emergency Shelter Site Dashboard Showing Relevant Resident Information.

## CYBER-SECURITY AND PROTECTING PERSONALLY IDENTIFIABLE INFORMATION (PII)

SWIFT – Is the core of the system and the platform has successful SOC and SOC Audits.

- Configured for MFA on Login.
- Complex password requirements.
- Logout enabled after 5 unsuccessful login attempts.
- Time out for Inactivity.
- Role based security utilizing least privilege best practices.
- Audit logs provided for all activities.

Front End Applicant Portal has successful SOC and SOC Audits

- SSL Cert applied upon contract.
- Can enable MFA for internal users Admins, Developers and Reporting Staff
- Data encrypted at Rest and in transit.
- Once an applicant registers, no one can edit the email address used to register or change a password except the applicant.

AWS has successful SOC and SOC Audits

- Can enable MFA for all users.
- Data encrypted at Rest and in transit.
- Complex password requirements.
- Audit logs provided for all activities.
- Policy based security using Least Privilege.

Overall WFG's Information Security Plan is structured on the NIST Cybersecurity Framework and WFG ensures that all Platforms involved, at a minimum, also meet the NIST Cybersecurity Framework model.

Risk Assessment performed Yearly along with Annual training for all staff to ensure the protection of all data including PII.

- **WFG** performs monthly user audits to ensure users are in correct roles and users with no activity on last 30 days are removed.
- **WFG** has an approval process in place to commission a new user in our systems.
- All activity in the solution is documented and specifically a new user request, change request, password resets, etc.
- County personnel can be provided direct access with administrator credentials to view shelter site information in real time.

### 3. METHODOLOGY

#### a. Proposed methodology for general population shelter staffing, including recommended number of staff per number of anticipated shelter residents.

Projects are only as successful as the management and staff that are involved in them. Our team's leadership and management have amassed years of emergency response and supplemental staffing experience. Including hurricanes, tornadoes, ice storms, wildfires, humanitarian crises, and large-scale oil spills, the **CDR Team** has developed a large network of disaster recovery professionals that we can call at a moments' notice to respond. We take pride in providing top quality staff, for the right position, in a short period of time. The core of our team lives and works throughout Florida, but we have experienced workers in every region of the U.S. and over 50 states last year alone. We are always on call and can have a team of technical emergency staff onsite within a few hours of the call. Our Human Resources Team have multiple experienced staff to handle all new hire orientation, safety training and onboarding quickly and efficiently.

***CDR and WFG have an excellent working relationship because we both take great pride in consistently proving ourselves as a company that provides quality staff - no matter the job scope.*** A successful job always starts with quality management and oversight. Quality staff will only be as good as the management, so we always place the best management to oversee staff to ensure they are providing quality work for our clients. We have in place quality control methods that include internal audits of staff productivity daily and weekly. This also includes safety and management.

We have mastered the challenge of finding, placing, and training qualified staff for every aspect of disaster response, recovery, coordination, and management. What makes WFG a unique fit for this effort is not only our experience in emergency response, but that WFG is also a nationwide company. Although much of the company history revolves around natural disasters and emergency response, all the services we provide are centered around finding the right people to execute the required tasks at speed.

Our ability to utilize a nationwide proven process and cloud-based technological hiring programs allow us the ability to perform the same critical hiring needs on a local level. Our proven methodology creates an interactive candidate experience that leverages cloud-based technology. We also understand the need for acquiring local staffing resources and will make every effort to provide qualified staff in proximity to the impacted areas. A staffing model which directly engages the impacted community and has access to a database of thousands of disaster response professionals, has allowed our team to assist these communities and many others with critical before and after disaster events.

The CDR Team implements a 5-step recruiting process to ensure that we meet the exact needs of the County.

1. **Assess:** Our full-time staff understands the complexities of your challenges. During client intake sessions we evaluate a needs assessment, skill set, experience, qualifications, education, point of contact.
2. **Source:** We have an exceptionally large peer and alumni networks, we employ and utilize one of the most technologically advanced systems to find qualified staff, and of course, we maintain a thorough and up-to-date database of proven professionals.
3. **Filter & Screen:** Utilize Intake Session results and develop qualification protocols, interview questions, attitude tests.
4. **Deliver:** Onboard/dropscreen/verified/qualified candidate and establish performance KPI's.
5. **Monitor:** Schedule weekly report meetings that analyze metrics of performance, client feedback, establish SMART goals if needed.

## STAFF ARRIVAL AND ORIENTATION

Immediately upon arrival, all shelter staff will proceed to background credentialing and then scheduled for health/safety and shelter training protocols. Local liaisons will be present during safety and operational training.

Shelter staff will receive additional orientation training on health protocols, scheduling shifts, applicant intake procedures, incident reporting and timekeeping procedures. The shift requirements of the shelter may change as the number of available staff and the number of residents fluctuates. We will plan to staff 24-hour shifts depending upon personnel and duration of the deployment. Both daytime and overnight shifts will have the required personnel available.

Scheduling training will consist of the tasks that need to be performed and the hours required to complete these tasks for each position group. From this, we create a daily schedule for each job and include the number of staff needed and some of the skills required to perform the tasks. Many of these tasks have shifting levels of activity. For example, during opening and closing, resident registration may require higher staffing numbers to efficiently process residents. During slower times, some registration personnel can be moved to other functions.

Staff will also be given training on how to keep time while on site. Our timekeeping process consists of both electronic records and physical time sheets. Supervisory personnel will be responsible for analyzing this effort and ensuring that employee timekeeping is accurate. A few examples of data that will be captured are:

- Staffer information.
- Type of work performed.
- Date/hours worked.
- Location where work was performed.

In accordance with required response timelines, our team will be prepared to mobilize and deploy key report staff immediately upon receipt of a notice to proceed from the County. Project Management staff will be in to assess the potential scope of the event and begin working directly with all stakeholders.

### b. Proposed work schedules for shelter staff to include 12-hour shifts.

The CDR Team will establish 24-hour shifts for shelter personnel. We will operate on an "A" Shift and "B" Shift cadence and ensure that the overnight shift has an adequate amount of personnel to support all shelter functions. It is understood that personnel may be required to work seven straight 24-hour days from activation through landfall. CDR will be responsible for this staff as shelter operations continue and can increase or decrease staff as needed.

**c. Ability to coordinate with existing shelter staff from PCSO, EMS, EM, HS, PCSB, and other key partners.**

Our staff is charmed with ensuring your success. We will consider ourselves an extension of Pinellas County, and we are ourselves completely familiar with your personnel and contractors, your processes, and your references to succeed. We will do this by striving not to match your capabilities, but by augmenting them. We will work closely with the County's personnel and key partners. Our team will take on the responsibility for the County, so your needs are met while ensuring we always have the same goals and objectives.

We anticipate the unique needs of our clients regarding maintaining regular and timely contact to ensure projects are on schedule, staffing levels are adequately met, and we are fulfilling their project needs. Moreover, through working closely with our clients, using detailed project work plans, conducting regular reviews, and cultivating teamwork, the **CDR Team** rides itself on minimizing the cost to the County and its residents and visitors.

**d. Description of responsibilities to include dorm management, meal distribution, client intake, demobilization of shelters, and resource distribution.**

## DORMITORY MANAGEMENT AND SHELTER COMMUNICATIONS

Dormitory management includes setting up and assigning sleeping areas, coordinating the provision of cots, pillows, blankets, and personal hygiene supplies, and maintaining a healthy and safe environment to rest.

Effective and inclusive communication is critical for a successful shelter operation. All communication will be made available in alternate formats for non-English speakers and for individuals with hearing or visual disabilities. Individuals with speech, intellectual and cognitive disabilities, as well as those who are deaf and hard of hearing, have different requirements. Specific communication plans will be developed for each of the following audiences:

- County and local officials
- Shelter staff
- Residents
- General public
- Media if needed

## SHELTER RESIDENTS

A communication plan for residents will include establishing daily schedules and activities to help rotate routine for shelter residents in an otherwise chaotic environment. Tools to assist with this include the following:

- Establishing a bulletin board where messages, information, shelter rules and routines are posted.
- We will also provide information on recovery services, e.g., government agencies including FEMA, American Red Cross, and local community-based or faith-based relief and assistance programs.
- We will conduct a shelter resident meeting at the same time every day to communicate pertinent information to see everyone adequately informed and address any issues residents may have. We will interact regularly with shelter residents to answer questions, quell rumors, and restate shelter rules. Regular communication conveys a sense of routine and a transparency that will comfort residents.
- We will conduct daily briefings with residents to ensure that there is a timely and accurate flow of information. We will use this briefing to inform residents of activities within the shelter and the overall disaster.

## COUNTY + LOCAL AGENCIES AND SHELTER STAFF

We will coordinate regularly with the County and partner organizations. We will have a scheduled meeting with all stakeholders at least once per day. This meeting will highlight but is not limited to:

- Number of overnight guests.
- Number of new registrations.
- Demographic information of shelter population.
- Feeding numbers / numbers of people served at each meal.
- Supply inventories and projected requirements.
- Staff count and anticipated staff shortages/overages.
- Types of services available at the site (e.g., household pet care and feeding of non-residents).
- Any other issues to report (e.g., resource issues, coordination problems, facility problems, security issues, shelter population problems).
- Determine significant shortfalls of available and projected resources.

## REPORTING

We will set up a reporting structure for the shelter's chain of command and assign staff to collect data for inclusion in the report for the County and our local partners. Reports will be generated every twelve hours.

Our shelter management database reporting tool (SWIFT) will allow the Shelter Manager to provide accurate information to all stakeholders. At a minimum, a report will be generated every 12 hours to include:

- Situational reports.
- Shelter population counts.
- Sign in/out sheets.
- Coordination logs.
- Daily time and attendance logs.
- Resource or additional patient care forms.

**Situation Reports** – A situation report gives a quick overview of shelter operations. It can contain situational information for a 24-hour period and aggregate information over the life of the shelter. This information can include:

- Number of overnight residents.
- Number of meals/snacks served.
- Number of hygiene kits distributed.
- Self-care issues/resource needs.

**Shelter Population Counts** – The shelter population count will be taken twice daily. One count will occur overnight and be reported at 6:00 AM. An afternoon count will also be taken to gauge the number of people accessing the site during daytime hours. This report will be distributed at 6:00 PM.

## FOOD SERVICES AND MEAL DISTRIBUTION

The **CDR Team** will coordinate all resources (e.g., personnel, equipment, supplies, etc.) for on-site and/or remote food preparation and delivery service for 3 meals and snacks per day, per shelter guest. We will strive to coordinate meals in a communal setting at scheduled times and provide reasonable accommodations for dietary restrictions, allergies, intolerances, and more.

The shelter operations team will also provide an SOP for feeding services at each shelter facility. If meals are produced on site, a commercial kitchen is desirable. If meals are brought in from off-site, a staging area is needed. We will establish a schedule for meals that consists of times that align with County guidance and standards. An example of meal times might look like the following:

- Breakfast between 6:00a - 10:00a
- Lunch between 10:30a - 1:30p
- Dinner between 4:30p - 7:30p



Ideally, the dining area will be located away from the dormitory areas and we will post signage that states that no food can be taken to the dormitory areas. We will establish a snack area in a common area of the shelter that can be accessed 24 hours per day.

Shelter staff who are working in the food preparation area must follow specific protocols

- Use gloves when preparing food and/or serving or handling prepared foods that will not be cooked e.g., when preparing sandwiches or salads
- Keep accurate records of food and supplies received and used.
- Ensure that safe food handling and sanitation practices are followed.
- Coordination with the local health department to insure the shelter to ensure that regulations are met, and guidelines are followed.
- Use fresh water for consumption and in food preparation.
- Separate raw and cooked foods.
- Cook food thoroughly.
- Ensure that food is kept within the temperature safety zone above 40°F or below 40°F
- Follow proper hand washing procedures.
- Ensure that food preparation and serving surfaces and equipment are sanitized properly.

We will make every effort through coordination with the food service vendor and County to provide food items that are generally acceptable to the population being served with options for vegetarian and dietary restrictions. Meal service will be based on three meals per day for every shelter resident. Our team will follow all meals prepared/served each day and ensure that it is consistent with daily shelter census reports.

## GUEST INTAKE

The CDR Shelter Team will assist guests complete the initial intake questionnaire and determine groupings (single, couple, family, pets, medical needs). This can be done using Pinellas County's software or via WFG's software mobile application software. This process captures all necessary data on shelter residents. See below screenshots of a sample questionnaire

We will capture the following info at a minimum

- Family name
- Total number of family members
- Pre-disaster address
- Phone numbers and email addresses
- Method of transportation to the shelter
- Primary language and names of family members who speak English
- Information on individual members
  - Name
  - Age
  - Gender
  - Arrival date

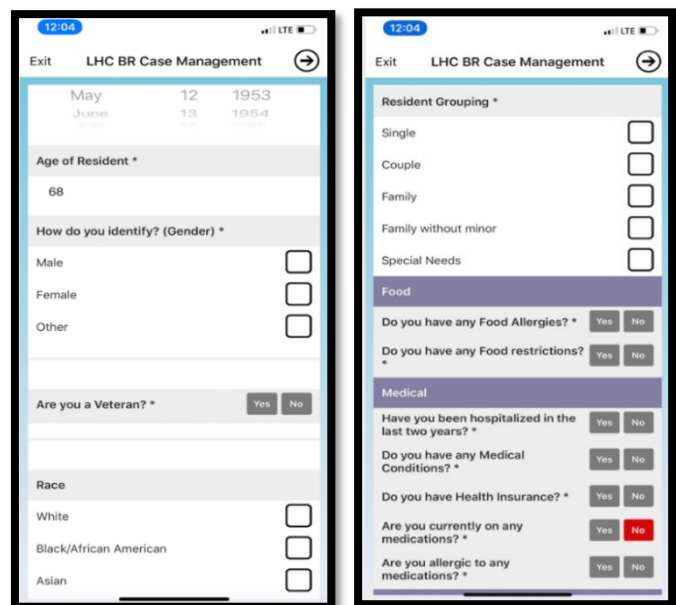


Figure 1: SWIFT Sample Registration/Initial Intake Questionnaire.



We will create a space on the registration form to record the date residents depart as well as their relocation address. Confidential registration information and PII will be secure to ensure resident confidentiality.

We will ensure all shelter occupants are greeted and registered upon arrival and maintain a system for the incoming occupants in and out when they leave for any period.

If an individual arrives at the shelter with apparent emergent health needs, refer that person to Health Services staff or appropriate authorities immediately. The initial health and mental health screening intake questionnaire with each resident will include the following:

- Are you ill or injured?
- Do you require medication?
- Do you have dietary restrictions?
- Do you have mobility or accessibility concerns or functional support requirements?
- Have missing or deceased family members due to this disaster?

Unaccompanied minors such as children separated from their parents during the disaster may come to emergency shelters. When unaccompanied minors are identified in the registration process, we will:

- Notify local law enforcement immediately.
- Designate a member of the shelter staff to accompany the minor until custody is transferred.

This initial check-in process will assist in generating required reports including relative to citizens staying at the shelter location. SWIFT can also be utilized to generate reports of the following:

- Daily briefing with staff
- COVID Test Results (as required)
- Shelter incidents
- Staff deployment and task assignment
- Security monitoring
- Oversight and management of staff
- Managing staff schedules and breaks
- Daily Operational Report
- Inventory Tracking

## DEMOBILIZATION AND/OR RELOCATION

Once a demobilization directive is received for a specific site, we will begin coordinating the shelter closing with all appropriate stakeholders. We will provide shelter population data to include the number of residents, number of households and number of individuals that do not have an alternative shelter/housing solution.

We will formulate the shelter closing plan and help to coordinate the public reassurance with our partners and agencies. We will provide a clear and concise timeline for residents relative to when services will be suspended and alternative means of assistance for which they might be eligible. These services might include transportation and other reunification and longer-term housing solutions.

CDR Shelter Staff will also identify a closing schedule to include the following:

- Staff schedule for closing, which may include debriefing and acknowledgment.
- Cleaning and return of loaned or rented equipment.
- Disposal and/or donation of excess expendable materials and supplies.
- Cleaning and repair of site.
- Inspection and completion of site release documentation.
- Resolve any discrepancies through agreements to make repairs to damaged areas, etc.
- Determine when facility will be released to owner.
- Removal of internal and external signage.
- Distribution of a Relocation Plan (if needed).

We have a history of coordinating with NGO's, VOAD's and LTRG's to help assist survivors with getting the resources they need after a disaster event. We can provide baseline general staffing to handle all

functions of the sheltering mission to include intake personnel, floor personnel, etc. We also have personnel with incident response and experience in EOCs should the County need support at that level. We can also support non-English speaking survivors.

## REUNIFICATION

During disasters, individuals and/or family members may become separated. Support is available for reunification and displaced persons due to disasters. The **CDR Team**, in concert with our VOAD partners will provide personnel that will assist families with reunification services. We will also engage several national services to assist in this effort including but not limited to:

- **National Emergency Family Registry and Locator System (NEFRS)** – NEFRS facilitates reunification of family members and friends separated as a result of a disaster by storing and sharing contact information and personal messages in a secure system. The Web address is <https://asf.fda.gov/inter/nefrs/home.htm>
- **Safe and Well** – The American Red Cross can help people throughout the country find family members or friends through the use of Safe and Well, a Web-based system. People displaced by disaster register and provide basic information on their status, their friends and family can then come to the site and search for posted messages. The web address is [www.redcross.org/safeandwell](http://www.redcross.org/safeandwell).
- **The National Emergency Child Locator Center (NECLC)** – Part of the National Center for Missing and Exploited Children (NCMEC), NECLC is available during disasters and offers the following services:
  - ✓ Toll-free hotline that receives reports of displaced children.
  - ✓ Website that provides information about displaced children.
  - ✓ Deployment of staff to the location of a declared disaster event to gather information about displaced children.
  - ✓ Provision of information to the public about additional resources.
  - ✓ Collaboration with Federal, State, and local law enforcement.

## VOAD COORDINATION

Voluntary Organizations Active in Disasters is a strong component of the Disaster Cycle planning and mitigation through long-term recovery and a fierce advocate for those who need guidance. VOAD's will play a vital coordination and reunification role in the mass care sheltering ecosystem.



**National**  
Voluntary Organizations  
Active in Disaster

We will coordinate very closely with local VOADs, LTRGs, members of the faith-based community, and other relevant resource groups. These partners will assist in providing an overview of the current needs in disaster assistance and describe types of unmet needs and recovery issues that exist in the community. We will facilitate on opportunities for partnerships in existing non-profit and faith-based organizations disaster assistance programs to determine whether the programs are duplicative or result in an individual's/household's ineligibility for receiving assistance, the timeline(s), and thresholds for activating the program if required, and the thresholds, eligibility, and process for individuals to receive assistance.

Resource coordination and resource management is a vital function of program management and essential the function of the overall mission initiative. Resource Coordinators will serve as a community liaison between the **CDR Team** and local entities who are interested in providing services to families and be responsible for the coordination between all local agencies.

Based on the level of resources available at the local level, the resource coordinator will develop a resource mobilization strategy inclusive of local, state, and national partners and create a resource database to be updated daily and shared with all recovery stakeholders weekly. The Resource Coordinator will crosswalk client needs with the database and work with the local, state, and national partners to fill the resource gaps. For resource gaps that cannot be met, the Resource Coordinator will determine proposal concepts for financial assistance by identifying and clarifying opportunities and unmet needs, and to formally seek funding on behalf of their entity.

## DONATION MANAGEMENT

Members of the community may bring both material and monetary donations to the shelter. It is not advisable to accept unsolicited material donations on site, as this may divert staff time, facility space and equipment into donations management and away from the management of the shelter. This may also cause tension among residents as there may not be enough donated resources for everyone. It is also difficult to guarantee the safety and/or quality of donated items.

We realize that depending on the shelter location and layout, it may not always be feasible to accept donations at an alternate location. If donations need to be accepted on site our leadership team, at the direction of the County, will formulate a donation management area that addresses the efficiency of that site.

It is not only not recommended that on-site staff accept monetary donations due to the accountability for tracking donations and the possibility of perception that the shelter is accepting payment for services. Generally, shelter staff should be instructed to request that donors send their monetary donations through established systems for nonprofit organizations.

Our Team will also establish and implement systems to track donated materials and services to ensure accountability and to support eventual formal recognition of the donors, such as:

- Donor's point of contact (POC) information.
- Site, amount, location, type, date, and time of donation.

We will also work with other jurisdictions who conduct donation operations.

## DISASTER CASE MANAGEMENT (DCM) SUPPORT, AS NEEDED

CDR has recently been awarded the DCM Program Manager Contract by Volunteer Florida for Hurricane Ian, and our team member WFG was awarded a contract for providing DCM Services to the survivors of Hurricane Ida.

Along with providing program management personnel, disaster case managers and case manager supervisors, we are tasked with process and procedure development, program implementation, database development and program outreach. Our DCM approaches are similar and involves a multi-layered response system that works on various levels, such as, individual support for those who need it, as well as strengthening family and community support mechanisms. Many useful interventions can and should be done by case managers allocated to DCM because of the overwhelming displacement of children, elderly, and disabled individuals, low and middle-income families and communities.



These DCM processes address the functional needs of the vulnerable people in their community in times of disaster. This established process will be used to provide the basis for improved coordination and emergency management planning in supporting people with special needs including seniors, disabled, children, families with language barriers, and low-income families that need additional support and attention.

Our DCMs assisted with the immediate placement of some of the homeless and vulnerable population into TSA provided by FEMA. In this capacity, our DCMs worked with emergency housing to find temporary living accommodations for the elderly, disabled and families with children.

We have developed a strategy for serving this population from our experience in coordinating services designed from two main resources. The guidelines used include, but are not limited to:

- Guidance for Planning for Integration functional Need Support Services in General Population Shelters published by FEMA.
- Meeting the Needs of Vulnerable People in Times of Disaster: A Guide for Emergency Managers, published by the California Office of Emergency Services.

Our Team has incorporated the best practices from these guidelines into our Standard Operating Procedures "SOPs" for the delivery of case management services and will continue to update our SOPs.

Our strategy for case management the functional needs population focuses on responding quickly with adequate and knowledgeable staff and identifying this population providing a quick assessment of immediate needs including:

- Emergency shelter and alternate housing.
- Healthcare needs and medications.
- Food and Water.
- Clothing.
- Quiet/quiet needs.
- Counseling.
- Translation services.
- Transportation.

#### e. Confirm agreement to use Pinellas County Shelter Software.

The **CDR Team** agrees to utilize Pinellas County's existing shelter software.

#### f. Describe any additional resources needed to support shelter staff.

If additional resources are needed, our shelter management lead will reach out to the County to identify and determine how to best address an unmet need.

#### WE WILL PRIORITIZE OUR:

Intake Process

Assessment of unmet needs

Resource assistance

Provision of services

Our DCMs will work with this population to assist finding available and immediate assistance through conducting a risk assessment to provide service and referrals



## CLINICAL/BEHAVIORAL HEALTH SHELTER STAFF SUPPORT

### 1. QUALIFICATIONS

- a. Number of years and/or instances providing behavioral health shelter support services, including but not limited to, mental health, trauma-informed care, harm reduction principles, acute mental health de-escalation, public health protocols as appropriate, and shelter residents' outreach/engagement to ensure stability.

CDR Maguire, Inc., and our affiliated health and medical division d/b/a CDR|Health since April 2020, hereinafter collectively referred to as "CDR", has been providing emergency management related services since 2020, assisting a multitude of state clients in response to hurricanes, wildfires, floods, winter storms, COVID-19, and other emergency clinical and behavioral health needs. In past several years, CDR has provided a host of consulting services throughout the Florida to include shelter and shelter management, alternate care sites, mobile health clinics, testing and vaccination sites, health assessment facilities for the Department of Health and Human Services' Refugee Program, family reunification and mental health counseling, and federal grant management services.

**CDR is much more than a staffing company.** First and foremost, our leaders are emergency managers, medical professionals, and former first responders. We take immense pride in being able to serve the needs of our clients when they need help the most – when brainstorming for, responding to, and recovering from disaster events. Especially since the onset of COVID-19, CDR has proven capable of rapidly providing an assortment of clinical staff to support continuity operations such as mass care and emergency sheltering, field hospitals, alternate care sites, pharmaceutical, lab, and radiological reading services. ***Understanding the County's need for behavioral health staffing associated with hurricane and similar disaster evacuation shelters, we offer the following examples of CDR's post-Hurricane Ian support services to accentuate our ability to provide needed clinical/behavioral emergency support staff for Pinellas County:***

#### **Special Needs Shelter Medical Support Staffing | Hurricane**

**Ian** – In the week prior to Hurricane Ian making landfall, the FDEM reached out to CDR under our existing emergency staffing contract requesting medical staffing assistance at Special Needs Shelters (SNS) in several counties along the coast. CDR provided **190 health care providers** consisting of Registered Nurses (RN), Licensed Practical Nurses (LPN), Certified Nursing Assistants (CNA), Medical Assistants and Emergency Medical Technicians (EMT) to care for SNS patients in evacuation shelters. **CDR provided staffing to 3 shelters in Hillsborough and Charlotte Counties.** CDR also had 225 medical staff on standby for post-storm support for 3 Special Need Shelters in Pinellas County at the following schools: John H. Middle School, Dunedin Highlands Middle School, and Palmar Harbor University High School. However, due to the shift in the hurricane's path to south of the Bay Area, this mission was cancelled.



## 500- and 1,000-bed Mass Congregate Shelters | Hurricane Ian



In response to Hurricane Ian, CDR assisted in the site identification, equipping, launching, staffing, and management of a 1,000 and 500-bed sheltering facilities in the towns of Estero and North Fort Myers Beach. To further support these emergency shelters, we also deployed a nurse practitioner and nurse anesthetist to operate our Mobile Specialty Diagnostic Vehicle to provide primary and urgent care services. Since closure of the sheltering facilities, the mobile clinic was relocated to the Town of Fort Myers Beach Incident Command Post and operated through January 10, 2023. The mobile clinic treated approximately 100 patients.

## Freestanding Emergency Department | Hurricane Ian

CDR also assisted in the site identification, equipping, staffing, and management of a freestanding 100-bed temporary emergency Department in the Town of Fort Myers Beach. The Temporary ED was up and running 6 days following landfall and operated around the clock, seven days per week. This facility allowed for treatment of unforeseen medical needs of residents, responders, and deployed staff, saving precious transport time across damaged or blocked roadways and bridges leading to the mainland. Our Temporary ED served approximately 700 patients while in operation.



**100-Bed ACS | Hurricane Ian** In the aftermath of the storm, Lee County's hospital network was taxed and experienced partial utility failures. CDR equipped, staffed, and operated a 100-bed ACS, spanning over 30,000 square feet, that included a fully functional emergency department and had the ability to expand to 1,000 beds if needed. The ACS was set up in the former Sears store within the Edison Mall. CDR fully mobilized **over 250 clinicians** covering the spectrum of clinical conditions in less than 72

hours, providing around the clock triage and medical service to the community. Over the first 10 days of operations, the ACS was adapted to meet the needs of the community by also serving as a SSS shelter, specifically for individuals from Assisted Living Facilities and other long-term care facility environments. Throughout this deployment the ACS alleviated the hospital network of low acuity individuals consisting of debilitated medical surgical patients from area hospitals, homeless individuals requiring some medical care and displaced patients from assisted living facilities damaged by the hurricane.





**COVID-19 Pandemic** □ As further demonstration of our ability to provide staffing on a large scale and on short notice, during the COVID-19 pandemic, CDR provided turnkey vaccination site services to 4 state sites and dozens of county sites, supplying **over 500 clinical and support staff per day**. We averaged over 4,000 patients per day. We also stood up 10 turnkey monoclonal antibody sites over and over day period, treating over 1,500 patients per day and supplied **over 300 clinical and field staff** to support operations.

**b. Education, training, and/or certifications held by staff performing the proposed work.**

CDR will provide key planners to support the County and serve as points of contact. **Dan Mathew** will serve as our overall Sheltering Program Manager. Dan will be the primary contact person for any pre-event coordination, ICS protocols, contractual matters, and staffing issues supporting both shelter staffing and behavioral health staffing. **Ivonne Bazerman, Psy.D.**, will serve as our Behavioral Health Staffing Manager. Ivonne will be the primary contact for assessment of behavioral health staff needs at all shelters. Mr. Mathew's education, training and certification are summarized under the previous section for shelter staffing section.



**Ivonne Bazerman, Psy.D., CDR Behavioral Health Program Lead** – Ivonne is a licensed psychologist who holds a Psy.D. and master's degrees in clinical psychology and psychology. She has 20 years of experience leading agency-wide behavioral health assessment and treatment programs. Her experience includes disaster psychological first aid curriculum and training. As Behavioral Health Program Lead, Ivonne will ensure all

staff assigned to provide services at shelters meet specific accreditation, degree, and Florida licensure requirements for behavioral health professions.

Ms. Bazerman will oversee all initial behavioral health staffing issues and perform the following:

- Serve as primary liaison with the County Department of Health services on matters of behavioral health surveillance guidance, medical referrals, and the desired processes for collection, documentation, and dissemination behavioral health assessment information.
- Serve as lead trainer of shelter workers on recognition of stress-related stress, mental or behavioral health warning signs, basic disaster psychological first aid, de-escalation tactics, need for designating quiet rooms or decompression areas within the shelter, signs of potential assault, violence, abuse or personal loss, and referral protocols.
- Provide oversight and management of behavioral health staff assigned to the various shelters. Provide routine updates on status of behavioral health incidents to the County and coordinate telecommunication plans with EOC, DOH, and local hospitals for matters requiring escalation of care.

CDR will essentially follow the Red Cross *Disaster Mental Health Standards and Procedures (January 2017)* to identify behavioral health staff for the County. Overall, CDR is composed a blend of behavioral



health providers to render clinical/behavioral health services during emergency evacuation shelter operation. All personnel we assign will meet the State's eligibility standards, competencies and training standards for the positions of:

- Mental Health Technician
- Licensed Clinical Social Worker
- Licensed Professional Counselor
- Licensed Mental Health Professional

To moderate the expenses of behavioral health shelter services, **CDR** will hold in reserve a pool of Registered Nurses and Licensed Practical Nurses who have experience providing mental health services, who may be called upon if the above identified position classifications are not sufficient to meet the needs of sheltering operations.

**c. Demonstrated knowledge of Federal Emergency Management Agency (FEMA) response and National Incident Management System (NIMS) programs.**

In the past 10 years, **CDR** has been activated for **63 major disaster declarations** across the nation. We employ people who are highly qualified and trained. Personnel proposed for this solicitation possess the education, experience, and qualifications to serve as a shelter specialist or behavioral health provider during an activation. In fact, many have worked at the local and state level in Florida following major disasters e.g., Hurricane Ian, Michael, Matthew, Irma, and COVID-19. To ensure our team understands NIMS, we require our personnel to complete FEMA IS-100, IS-200, and 700.b, and 700.d. Our local and state EOC personnel with leadership responsibilities have additionally completed FEMA IS-100 and IS-200. Through NIMS and their vast experience, our team understands how to plan and operate in collaboration with local, state, federal agencies, the American Red Cross, and VOADs during incidents.

**d. Demonstrated knowledge of a local governmental emergency response, particularly as it relates to emergency shelter operations, mass feeding, and mass community care, including clinical behavioral health interventions.**

As a Florida-based company, with office locations in Lee, Leon, Orlando, Miami-Dade, and Bay County, **CDR** has played a major role in assisting counties impacted by major storms and public health emergencies. In Florida alone, **CDR** has been heavily engaged in response and recovery activities in response to Hurricane Ian in Lee, Charlotte, Collier, and DeSoto County. We have also provided significant operational, planning, logistical, and administrative support in response to COVID-19, Surfside Building Collapse, Lee and Charlotte County Tornadoes, and recent hurricanes impacting the peninsula (Michael, Matthew, and Irma). Our grant management and non-monetary sheltering team in the Commonwealth of Kentucky have responded to a wave of disasters to include devastating tornadoes and river and flash flooding in the last 15 months (DR4630 and DR4663).

- In response to Hurricane Ian, **CDR** was activated by the FDM to assist in launching, staffing, and management of sheltering facilities in the towns of Estero and North Fort Myers Beach. Our services included shelter management, evacuee registration, security, HVAC, cooling tents (50' x 90'), dietary feeding and sanitation services, and ADA compliant restroom, shower, and laundry trailers. **CDR** also provided crisis counselors, social workers, and behavioral health staff at evacuation

shelters, SSS shelters, and alternate care sites. *Please also refer to the services outlined in Section 1, Clinical/Behavioral Health Shelter Staff Support, paragraph “a” of this proposal.*

- In the days following a violent, long-tracked EF4 tornado that moved across Western Kentucky in late 2020, CDR assembled a Disaster Housing Incident Management Team who led the development and implementation of the Commonwealth’s Sheltering Program. Initially conceived for DR-4630 (KY), the Commonwealth’s 38-state Sheltering Plan was later used to assist survivors of the July flooding (DR-4663 (KY)). As Kentucky’s Sheltering program ramped up, the CDR team coordinated sheltering activities that allowed survivors to shelter in Kentucky State Parks lodges and cottages, privately operated hotels, or travel trailers. Because the program was eligible as a FEMA/PA Category B expense, the non-profit rate sheltering program covered sheltering affected residents at no cost to their households. Our team is now in the 5<sup>th</sup> month of analyzing the Commonwealth’s Sheltering Program for survivors of the tornado and flooding events.

#### e. Demonstrated knowledge of substance use and behavioral health symptoms.

Symptoms of substance abuse disorder (SUD) vary widely from person to person and may include physical, psychological, or behavioral signs. Learning to recognize the signs and symptoms of SUD and mental health problems are key to early identification and intervention.

Some of the common warning signs of substance abuse include

- Bloodshot eyes, pupils larger or smaller than usual
- Changes in appetite or sleep patterns
- Deterioration of physical appearance, personal grooming habits
- Runny nose or sniffing
- Tremors, slurred speech, or impaired coordination

Many people may be experiencing a mental health illness or disorder without even recognizing it, as it is one of the most common health conditions in the United States. One in five Americans will experience a mental illness in a given year, and more than 50% will be diagnosed with a mental illness at some point in their lives. Some of the common warning signs of behavioral issues include

- Poor hygiene
- Feeling sad or down
- Aggressive behavior
- Resistant behavior
- Apathy – lack of motivation, interest, or concern
- Confused thinking or reduced ability to concentrate
- Extreme mood changes
- Significant tiredness, low energy, or problems sleeping
- Excessive fears or worries
- Unusual behavior



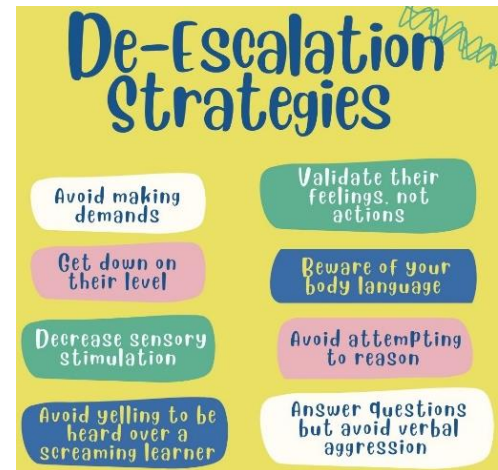


**f. Demonstrated knowledge of de-escalation tactics for substance use and behavioral health symptoms, including recommended clinical intervention.**

De-escalation techniques are therapeutic interventions that are frequently used to prevent a person from emotionally escalating from feeling frustration/irritation to violence and/or aggression. Effective de-escalation strategies can help reduce the level of stress and frustration that a person is experiencing.

Most of the communication in a crisis is nonverbal. 55% is body language, 33% is the voice tone and 12% is the actual words spoken. Being in self-aware, practicing nonverbal skills, and responding with wisdom can assist in reducing stress during a crisis.

Active listening is critical during a crisis. When done effectively it helps the person feel understood and validated. In addition, active listening demonstrates that you are present, builds trust, and is naturally calming. A good question to ask ourselves is, "Am I listening to understand or to respond?" Effective listening incorporates the following nonverbal techniques and responsive techniques:



- **Silence**—Don't rush to fill the void, allow the person to take the time and collect their thoughts before speaking.
- **Voice tone**—If needed, we should speak in a calm, respectful, and non-threatening tone.
- **Facial expressions**—Should demonstrate genuine interest. Be mindful of your facial gestures and hand movements.
- **Minimal encouragers**—Encourage the person to continue speaking by saying, "Uh-huh" or "Go on" or nodding your head.
- **Door openers**—Encourage the person to share or expand on the topic. You can say, "Tell me more about that" or "That makes a lot of sense."
- **Reflective responses**—Short statements that demonstrate understanding and help the person connect with their feelings. For example: "Seems like you are disappointed" or "You sound defeated." Reflective responses are intended to provide emotional insight and not just to repeat what they are saying.
- **Empathic statements**—These statements validate the person's experiences and/or feelings. For example: "That must be hard for you" or "I can see how that was frustrating."

Consistent with the Substance Abuse and Mental Health Services Administration CAPC's accredited "Creating Safe Scenes" course of how first responders can interact with patients experiencing a mental health or substance abuse crisis, it is important to understand de-escalation techniques and how to best take care of patients in crisis. For example, Remember the don'ts:

- Don't raise your voice or attempt to talk over a patient.
- Don't tell the patient to calm down.
- Don't get defensive.
- Don't argue with the patient.
- Don't be judgmental about the patient's actions.

Explain what's happening □ Even if a patient isn't responding to your attempts at de-escalation, explain everything you're doing. It's important to not make them feel out of control or that they are trapped. People are more likely to be cooperative if they feel cornered.

## g. Demonstrated knowledge of stressful situations in congregate shelters.

CDR knows a shelter environment can be very stressful, especially because the disaster situation has already caused stress and trauma for shelter residents. Under these stressful conditions, shelter staff can help to prevent problems at the shelter by proactively working to maintain a positive environment for residents and staff.

We have learned effective ways to establish a safe and more pleasant environment in the shelter. These methods can reduce the possibility of certain problems arising. They involve the **"Three Rs of Sheltering":** Respect for evacuees, Rules and Routines. The "Three Rs" are one of the ways we demonstrate our commitment to providing evacuees with a safe and positive shelter experience.



**Respect:** Creating and maintaining a positive shelter environment begins with respect. As part of our sheltering philosophy, respect for our clients means that we

- Treat each shelter resident as an individual who is ultimately responsible for his or her own recovery process.
- Safeguard the privacy and personal information of shelter residents.
- Acknowledge and respect the diverse backgrounds of our clients.
- Provide services in a way that reasonably accommodate the needs of all clients, including those with functional and/or accessibility needs.
- Treat all shelter residents with respect and kindness.

**Rules:** A shelter must have guidelines and rules to protect the safety and well-being of everyone. Shelter residents should receive a copy of the shelter rules during intake. Rules should also be posted where they are clearly visible □ posted in the languages of residents and communicated in ways that accommodate people with visual, auditory or intellectual impairments.

### Standard shelter rules prohibit

- Pets, but not service animals
- Tobacco use
- Possession of weapons
- Possession or use of alcohol or illegal drugs

### Shelter rules limit:

- Access to certain areas of the shelter
- Noise levels during quiet hours
- Food to feeding areas

**Routines:** Routines help to structure daily life of the shelter and provide stability during stressful times. It's very important to maintain consistency when scheduling the following:

- |                           |                         |
|---------------------------|-------------------------|
| • Mealtimes               | • Shower schedules      |
| • Lights out time         | • Children's activities |
| • TV time                 | • Information updates   |
| • Recreational activities | • Shelter meetings      |

Mass shelter situations can be stressful for even the most stable individuals, but for those with substance abuse or serious psychiatric conditions such as depression, bipolar disorder, or schizophrenia, they can be especially trying. It is imperative that shelter staff be able to assess the immediate medical needs of evacuees. Past studies and After-Action Reports (AARs) have found that people often arrive at a shelter without access to their medications, which had been left behind during the emergency evaluation. Some experienced a worsening of symptoms such as anxiety, while others developed new symptoms from the trauma. Insomnia was pervasive, draining energy and interfering with the ability to think clearly.

Another challenge at shelters was record-keeping. Keeping documentation consistent was problematic due to providers switching shifts and collaborating with other organizations such as the Federal Disaster Medical Assistance Team. Even with the best efforts, organizing notes and ensuring appropriate follow-up care after leaving the shelter was difficult.

Regardless of the extent to which substance abuse or mental health services are needed—or offered—findings show the shelter atmosphere is not conducive to seeking treatment. The privacy needed to discuss the whirlwind of emotions that people are experiencing is often an unavailable luxury. Most shelters will see crowded with evacuees bustling about trying to gather essential items and claim their next steps. If a shelter has a dayshift clinic, many times it is not located in a discreet spot, so many individuals did not feel comfortable seeking psychological support or returning after their initial meeting.



One of the key tasks required for opening a shelter includes screening for substance and mental health issues. It is also good practice to maintain a list of pharmacies nearest to the shelter and ask the pharmacy if they could support the medication prescription needs of evacuees. If access is not readily available, the Shelter Manager should reach out to the County EOC for assistance.

- h. Descriptions of a minimum of three (3) similar projects in which the same or similar services were provided for a public sector or government entity, including contact information to verify references.**



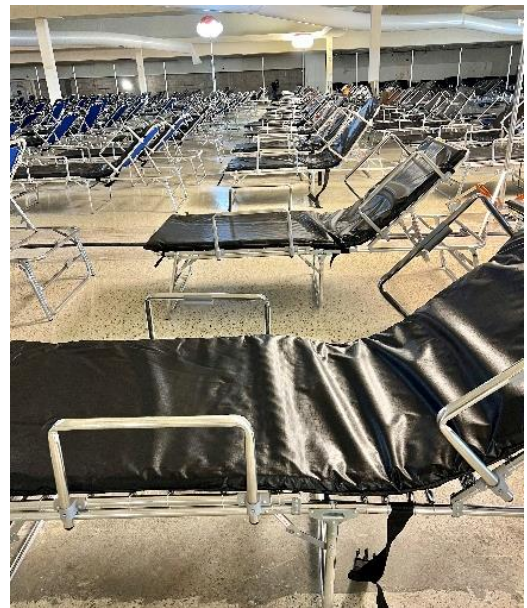
**Florida Division of Emergency Management (FDEM)**  
Emergency Alternate Care Sites, Emergency Department, and Mobile Health Clinic

**Kevin Guthrie, Director**  
**2555 Shumard Oaks Boulevard, Tallahassee, FL 32308**  
**805-294-8250 | [kevin.guthrie@em.myflorida.com](mailto:kevin.guthrie@em.myflorida.com)**

Since late 2020, CDR has been heavily involved in disaster response and recovery activities in response to major disasters which have included the Hurricane Ian, the Surfside Building Collapse, Lee & Charlotte County Severe Storms & Tornadoes in 2022, and COVID-19 beginning in early 2020.

Our services in response to Hurricane Ian included the following:

- **Emergency Medical Staff Augmentation – CDR** provided 100 Nurses and **12 Crisis Counselors** to support Shorepoint Hospital, which experienced significant staff shortages post-Ian landfall.
- **Mobile Health Clinic –** Deployed a mobile clinic to support Fort Myers survivors displaced by the Ian. Staffed 24/7, the mobile clinic is provided X-ray and diagnostic imaging services, suturing, suture order fulfillment and met other basic medical service needs such as **behavioral health**. The Mobile Health Clinic debriefed on January 10, 2023.
- **100-Bed ACS –** In just 72 hours, CDR opened a 100-bed ACS within the former Sears building in the Edison Mall. Staffed with **over 250 clinicians** covering the spectrum of clinical conditions, the ACS offered around-the-clock care. Throughout this deployment the ACS alleviated the hospital network of low acuity individuals consisting of debriefed medical surgical patients from area hospitals and cared for homeless individuals requiring medical and **behavioral health services**. These patients were cared for by a staff of General Practice and Emergency Doctors, Nurse Practitioners with behavioral health expertise, Nurses, and Medical Assistants. Period of operation: October 3, 2022, to October 22, 2023.
- **Freestanding Emergency Department –** CDR deployed a 100-Bed Emergency Department onto the Island of Fort Myers Beach. The Emergency Department was staffed with a Doctor, Registered Nurse, X-ray Technician, and Certified Nurse Assistant or Emergency Medical Technician. Period of operation: October 3, 2022, to January 10, 2023.
- **State EOC and Fort Myers Beach Staff Augmentation –** Overall, CDR provided 54 command and management operations logistics finance and administration staff to support State EOC operations during Hurricane Ian response. An additional 45 personnel were deployed to the Town of Fort Myers Beach to augment government operations.
- **Land and Waterway Debris Removal Monitoring –** Our Debris Management Team of over 150 personnel is conducting debris removal operations in Lee, Charlotte, Collier, and DeSoto County. To date, we have monitored the removal of over 1.5 million cubic yards of debris and 360 derelict vessels.







## Kentucky Emergency Management (KYEM) Non-Congregate Sheltering for DR-4630 and 4663

**Stephanie Robey, Assistant Director for Finance & Administration**  
100 Minuteman Pkwy, Frankfort, KY 40601  
502-607-5769 | [stephanie.i.robey2.nfg@mail.mil](mailto:stephanie.i.robey2.nfg@mail.mil)

On a statewide level, **CDR** has provided a range of disaster aid services including SOC support, volunteer coordination, **non-congregate sheltering**, public information support, logistics and resource distribution, incident management team support, meteorology services, FEMA/PA grant management and COVID response services for the Commonwealth of Kentucky covering **16 federally declared disasters**.

On December 30 and 31 of 2022, multiple states were struck by a series of intense tornadoes, including a massive EF4 tornado that traveled some 65 miles in Kentucky alone. Once the Commonwealth was able to fully assess the damage, over 1,000 households were damaged or destroyed and over 10 people died. Members of **CDR** were deployed to around zero in western Kentucky to support local governments with both FEMA/PA and PA support to facilitate their recovery efforts.

Seven months later, eastern Kentucky suffered historic river and flash flooding, landslides, and mudslides. The floods poured into valleys where families had lived for generations, places that fueled the country's growth when the coal mines were going strong. Remnants of communities like Lost Creek in Breathitt County, were washed away overnight.

In the days following the tornado in late 2022, **CDR** assembled a Disaster Housing Incident Management Team who led the development and implementation of the Commonwealth's Sheltering Program. Initially conceived for DR-4630, the Commonwealth's 38-state Sheltering Plan was later used to assist survivors of the July flooding (DR-4663). As the Commonwealth's Sheltering Program ramped up, the **CDR** team coordinated sheltering activities that allowed survivors to shelter in Kentucky State Parks lodges and cottages, privately operated hotels, or travel trailers. Because the program was eligible as a FEMA/PA Category B expense, the non-congregate sheltering program covered sheltering affected residents at no cost to their households. The **CDR** team is now in the 15th month of managing the Commonwealth's Sheltering Program for survivors of the tornado and flooding events.

COMMONWEALTH SHELTERING PROGRAM					TEAM KENTUCKY	
EASTERN KENTUCKY - TRAVEL TRAILERS					1/11/23	
249	Households Sheltered	255	Travel Trailers Occupied	664	Individuals Sheltered	Pending
4	Commercial Private	124	Households Transitioned Out			
Breathitt County Crocketsville		Breathitt County Jackson		Clay County Gov. Campground		Floyd County Jenny Wiley
19 Occupied		38 Occupied		2 Occupied		26 Occupied
Knott County Mine Made		Letcher County Jenkins		Letcher County Whitesburg		Perry County Perry County Park
38 Occupied		29 Occupied		33 Occupied		34 Occupied
Private Sites	1	Whitley County	1	Knott County		
	1	Letcher County	2	Floyd County		

\*Six (6) households are occupying two (2) TTUs each.





As it relates to behavioral health services, our Case Managers conduct case management site visits have been trained to perform health checks and make referrals for anyone who they think may need **behavioral health services**. Our Case Management Team is working directly with the County Department of Health to address any behavioral health issues survivors may be having since their displacement from tornadoes and severe flooding.



## Florida Department of Health COVID-19 Monoclonal Antibody Sites

**Aaron Otis, Assistant Deputy Secretary, County Health Systems**  
4052 Bald Cypress Way, Tallahassee, FL 32303  
850-445-1380 | [aaron.otis@flhealth.gov](mailto:aaron.otis@flhealth.gov)

In response to COVID-19, CDR opened 10 turnkey monoclonal antibody treatment sites in just 14 days providing **over 400 health care providers** to manage operations. This project included the equipping, staffing and management of each site as well as the scheduling and data management of patients. CDR provided all ITS infrastructure and handled supply chain management and shipping of supplies and collateral materials. Our management team provided daily reporting of MaB treatments to FDEM and FDOH. Over 1,000 patients were treated daily for a period of 3 months.

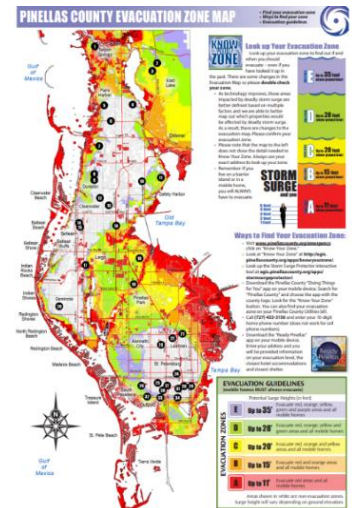


## 2. APPROACH

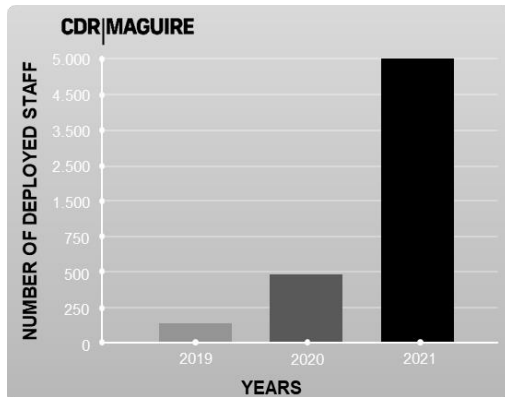
- Proposed approach in providing behavioral health shelter staff support services, including clinical intervention support, and identify tasks necessary to meet the RFP requirements of the provision of services. Include enough information to satisfy evaluators that the Proposer has the appropriate experience, knowledge, and qualifications to perform the scope of services as described herein.

Our approach to evacuation sheltering will remain the same from storm to storm. We start with training each weather disturbance in the Atlantic or Gulf of Mexico. Concurrently, we will reach out to County staff to determine relevant measures being considered for implementation in advance of tropical storm force winds. We will also be in contact with our internal human resources team to begin staff notification protocols to meet necessary clinical/behavioral staffing objectives. Phased deployment schedules will consider existing County plans for opening of locations used for hurricane sheltering, being mindful of evacuation clearance times based on the size and strength of the storm. *For Pinellas County, we understand that it will take between 17 to 50 hours to evacuate once a zone has been ordered to do so.*

Our industry leading staffing methods and innovative technology have gained CDR an outstanding reputation for high quality and clinically competent staff, exceptional performance, and sealess rapid deployments. **CDR guarantees qualified**



*and dedicated staff to serve the County's behavioral health needs at emergency shelters.* Our human resource team has over a decade of experience in disaster medicine and rapid deployments, making them the leading experts in hiring qualified clinical staff dedicated and ready for supporting our clients before, during, and after major disaster events. Having been part of the COVID-19 vaccine response initiative from 2020–present, and most recently providing substantial assistance and sheltering needs of the State for Hurricane Ian, *CDR has over 5,000 staff readily available for deployment in conjunction with our staffing partners.* Currently, we have over 1,500 in-house health care related and support staff with thousands more in reserve.



Once the tropical storm/hurricane becomes a threat to the Florida Peninsula, we will activate our Shelter Management Team. Our Project Manager will reach out to County's ESF-6 Mass Care Coordinator to discuss the coordination of inspection and opening evaluation shelters. We will work with all stakeholders (Emergency Management, Human Services, Emergency Medical Services, School Board, Department of Health, Sheriff's Office, American Red Cross, etc.) to open shelters in advance of an evacuation order. If needed, our Project Manager will be debriefed with ESF-6 to provide planning and situational awareness support.

The CDR Shelter Management Team will work with ESF-6 and stakeholders to determine shelter staff needs and other factors, including:

- The likely number of shelter occupants
- The expected needs of shelter occupants
- The demographic characteristics of likely shelter occupants
- The safety of the shelter facility
- The layout of the shelter facility
- Likely length of shelter operations

Once a shelter is opened, the CDR Behavioral Health Program Leader will manage behavioral health staff levels and ensure presence on site for registration and initial intake assessment of shelter occupants on arrival. During registration, the Initial Intake and Assessment Tool will help shelter workers identify individuals who need additional assistance or accommodations to safely reside at the shelter. Based on this assessment, the Clinical/Behavioral Health Support Staff will determine if the individual can be safely accommodated at the shelter. If this occurs, the Clinical/Behavioral Health Support Staff will assist the individual in finding shelter at an appropriate facility.



During registration, we will also include information about what services are available at the shelter. This will include the availability of clinical/behavioral health assistance. Our Clinical/Behavioral Health Support Staff will conduct shelter surveillance to assess the health status of evacuees. If our Clinical/Behavioral Health Support Staff identify shelter occupants whose behavior raises concerns of substance abuse or mental health, the Shelter Manager may contact local public health authorities and inform them that public health intervention is needed or establish a temporary infirmary.



Throughout the sheltering process, we will maintain a system for the incoming occupants in and out and will manage the recordkeeping system for shelter registrations. All behavior health and medical information of shelter occupants is confidential. **CDR** will ensure shelter staff maintain this confidentiality by assure that any communication with the assigned behavioral health staff related to mental health is in confidence and that any records containing occupant information are kept secure.

**b. Proposed timeline in providing behavioral health shelter staff support services.**

Once the County issues a notice to Proceed (NTP), **CDR** will make every effort to have the required amount of behavioral health staff support in the shelter before wind conditions prevent the safe travel to and from shelter locations. If behavioral health staff have not been assigned to a shelter location prior to the onset of sustained tropical storm force winds greater than 39 mph they will remain in place until it becomes safe to travel. Once the "ALL CLEAR" is given, behavioral health staff support will deploy to the designated shelter locations.

**c. Proposed activation/response time to designated site(s) of Pinellas County's request.**

Once the County issues an NTP, **CDR** will begin to activate and deploy resources within 4 hours.

**d. Proposed minimum and maximum number of staff available and describe how available pool of credentialed staff will be maintained.**

**CDR's** workforce consists of professionals with backgrounds in emergency management, mass care, health care, and engineering. We maintain a fulltime workforce of over 500 specialists. During disaster activations, we consult with our clients to determine what staffing levels are needed to support response operations. If we look at the County's evacuation response to Hurricane Ian, 25 shelters were opened to house approximately 5,000 evacuees. Since Hurricane Ian as an example, at least 15 behavioral health clinicians would be needed to support a sheltering operation for a 24-hour shift. Our staffing levels will be based on the number of shelters opened, as well as the Federal staffing guidelines for shelter operations, which requires a minimum of 1 behavioral health provider for every 100 shelter occupants. The following table illustrates the type and quantity of mental health providers we can provide within **48 hours of an NTP**.

Category	Quantity within 48 hours
Mental Health Technicians	75000
Licensed Clinical Social Workers	75000
Licensed Professional Counselors	1530
Licensed Mental Health Counselors	1530

To moderate the expenses of behavioral health shelter services, **CDR** will hold in reserve a pool of Registered Nurses, Licensed Practical Nurses, Psychologists, and Psychiatrists to pool from if the above positions is not sufficient to meet the needs of sheltering operations.

**e. Proposed transportation plan for arriving to the designated site(s) and transportation plan on site for deployed staff.**

CDR has used a variety of methods for staff transportation on emergency sheltering deployments. While some staff may elect to use their own method of transportation to arrive at the site, CDR will be proactive in working with the County to determine capacity for vehicles and RVs at an individual shelter location. Upon approval, we will have staff report to a designated staging area where they can park their vehicles and receive further instructions on their duties.

When necessary to limit vehicular traffic on damaged roadways or areas of lower output, our team will also utilize passenger vans to transport shelter staff to the site and utilize them as on-site transportation for shelter staff. Overall, the transportation plan will prioritize safety, efficiency, and accessibility for staff members. Regular communication and updates to the plan may be necessary depending on the situation and the needs of the emergency sheltering site.

**f. Proposed lodging plan prior to arrival (when not in shelter), plan when required to stay in shelter when storm/event is imminent, and plan for lodging after the lockdown period.**

CDR maintains a full-time, in-house travel office dedicated to the coordination of all staff deployments. Our team utilizes a network of national contracts and GSA negotiated rates to arrange flights, rental cars, and lodging accommodations, allowing for a seamless deployment. Our travel office will acquire lodging for all field staff when not in the shelter during sustained tropical storm force winds.

During pre-event planning stages, our travel office and team leaders will

- Identify and secure agreements with nearby lodging options such as hotels, motels, or temporary rentals that are near the emergency shelter sites, and outside flood zones within the County, using our network of corporate partners.
- See alternative or backup lodging options in the northern portions of Hillsborough County or nearby Polk County along the I-4 corridor. If lodging is secured for staff in these areas, the transportation plan will be supplemented with passenger buses. In such instances, priority and alternate transit routes will be identified, taking care to avoid likely problems such as the bridges crossing Tampa Bay.
- Additional resources will be brought into the area via mobile command units to include fuel, generators, water, and food to support staff.

During the operation of the emergency shelters

- We will establish on-site lodging options for staff and volunteers who will be working extended hours or overnight shifts. This may include temporary sleeping areas or designated rooms within the emergency shelter itself.
- We will provide necessary bedding and other basic amenities such as towels and toiletries for those staying on-site.
- We will establish designated areas for staff to take breaks or rest, and ensure that those areas are clean, comfortable, and secure.

After the event



- We will ensure that all lodging options used during the emergency shelter operation are left in a clean and usable condition.
- Shelter staff will return to relevant lodging options.
- Evaluate the effectiveness of the site-specific lodging plan and identify areas for improvement or adjustment.
- Create a log of lodging options that were used during the emergency shelter operation for future reference and planning.

Overall, the lodging plan should prioritize the safety, comfort, and accessibility of staff and volunteers who will be working at the emergency shelter. Clear communication and regular updates on lodging options and arrangements should be provided to staff to help reduce stress and anxiety during the emergency response period.

**g. Demonstrated prioritization and/or guarantee of serving Pinellas County if Proposer has multiple contracts with other organizations.**

*In short, CDR is committed to maintaining personnel, systems, and organizational processes necessary to ensure Pinellas County receives priority staff augmentation to meet your Clinical/Behavioral Health Staff needs. We guarantee qualified and dedicated staff to serve the County's behavioral health needs at emergency shelters.*



CDR has been a **trusted and reliable partner to the State of Florida for over a decade** and worked side-by-side with clients such as FDEM, FDOH, and over a dozen counties and cities in meeting disaster response and recovery needs. We have served numerous large-scale deployments providing mass care emergency shelters, field hospitals, debris removal monitoring operations, and augmented Emergency Operations Center for the duration of the COVID-19 pandemic and recent disasters, including Hurricane Ian. CDR has demonstrated our capability to consistently deliver highly qualified and skilled people, supplies, technology and services throughout the state with short response time, in as little as 24 hours, including but not limited to:

- *Staffing and Turnkey Alternative Care Sites and Field Hospitals providing medical/clinical services, testing, vaccinations, and treatments with as little as **12 hours' notice supplying approximately 50-200 staff per site**. We can provide over **7,500 clinically licensed** or health-related support staff.*
- *Staffing and management of Evacuee and Disaster Survivor Shelters including mobilization of portable infrastructure. Within 24 hours of notice we were providing **80 shelter workers and crisis counselors, 4 service vendors for facilities, food services, security, and janitorial services**. The Shelters were designed to accommodate 500 to 1,000 evacuees.*
- *Staffing and management of debris removal monitoring operations involving as many as **1,200 monitoring staff**. We are currently performing the Hurricane Ian debris monitoring services within Lee, Collier, Charlotte, and DeSoto counties for FDEM. We have a staff of **350+** monitors, supervisors, FEMA-PA, and environmental specialists responsible for collecting data needed to ensure federal reimbursement related to private and commercial property debris removal, derelict vessel and titled property removal. Similar major disaster responses such as Hurricane Michael and the 2020 Oregon Wildfires involved total staff of **over 1,200 personnel**.*

CDR also has several active standby contracts for emergency response services within other states, but they present no conflict or impairment of our capability to staff Pinellas County Shelters.



**h. Describe all value-added services delivered by the proposing organization that will be leveraged under this proposal.**

In all our projects, we like to think outside the box and offer solutions to fill gaps when resources become scarce. For example, when family members make evaluations, EMS resources become taxed because they may be involved with the movement of nursing home, assisted living and skilled nursing facilities, and hospital patients and individuals with medical and mobility issues. Some ambulances may be unavailable for hours while relocating patients inland, reducing emergency response resources, while also impacting receiving communities with the population increase. Changes in traffic flow related to evaluations and impassable roads also impact local EMS operations. Additional challenges result when medical providers, including staff from dialysis centers, clinics, and home health agencies, evaluate and leave patients with minimal support and little recourse other than accessing EMS to obtain critical services.

Recent medical studies show that telemedicine can be effectively utilized in a general population evaluation shelter to reduce EMS and ED utilization and address the medical and behavioral needs of the shelter population. *CDR possesses the resources (medical personnel and equipment) to launch telehealth services in each shelter. We would be happy to discuss what ancillary resources (e.g., personnel, technology, supplies) are needed to support telemedicine.*

### 3. METHODOLOGY

**a. Proposed methodology for behavioral health shelter staffing in locations used as shelters for disaster, including recommended number of staff per number of anticipated shelter residents.**

As stated above, our Shelter Management Team with working Pinellas Emergency Management and other stakeholders to determine the likely number and expected needs of shelter occupants. Once an assessment has been performed, our Shelter Management Team will utilize a behavioral health provider/patient ratio to determine staffing for shelter location. For example, if the shelter provides an occupancy of 400 occupants, CDR will staff that location with a minimum of behavioral health providers covering a 24-hour shift.

**b. Proposed work schedules for behavioral shelter support staff by credential/staff type to include 12-hour shifts.**

Since shelter workers will be required to staff each shelter 24 hours per day, they will establish two 12-hour shifts. They will operate on an "A" Shift and "B" Shift cadence and ensure that the overnight shift has an adequate amount of personnel to support all shelter functions. Behavioral health staff assigned to shelters will work 12-hour days consistent with the "A" Shift (7:00 a.m. to 7:00 p.m. or 8:00 a.m. to 8:00 p.m.). Our behavioral health staff team will consist of a combination of licensed social workers or crisis counselors and other mental health providers.

**c. Ability to coordinate with existing shelter staff from Pinellas County Sheriff's Office (PCSO), Emergency Medical Services (EMS), Emergency Management (EM), Human Services (HS), and the Pinellas County School Board (PCSB), and other key partners.**

In every disaster we have responded to, our response and recovery teams have quickly assimilated in a collaborative manner to support local operations. Our work in Fort Myers is an excellent illustration of

how we were able to quickly interface with local responders and administrators to coordinate activities to meet response and recovery objectives. We fully understand the planning and operations process and will engage the 4 “Cs” of disaster partnering – Communication, Cooperation, Coordination, and Collaboration to facilitate a consistent, coherent, and unified approach to response activities.

**d. Description of responsibilities, to include mental health, trauma-informed care, harm reduction principles, acute mental health de-escalation, mental health first aid, public health protocols as appropriate, and shelter residents’ outreach/engagement to ensure stability.**

CDR’s Behavioral Health Staff are assigned to shelters to meet the mental health needs of shelter occupants and workers. They do this in part by acting as advisors to the shelter manager on issues that affect the emotional health of shelter residents and workers. Per the RFP, behavioral health staff are to be available at each shelter 24 hours a day. Should a need arise, they can be extended to 24 hours a day, at the request of the County.



Disaster Mental Health duties in the shelter include

- Consulting with the shelter manager to review the mental health needs of shelter workers and residents.
- Providing mental health coverage for shelter residents and workers.
- Making appropriate referrals to local care providers and agencies.
- Recommending alternate accommodations to the shelter manager when the stress of emotional living or pre-existing mental health conditions would be significantly detrimental to the mental health of an occupant or the shelter population.
- Providing enhanced psychological first aid training for shelter workers.
- Conducting mental health surveillance to provide support to high-risk occupants.
- Collaborating with public mental health officials.
- Working with the shelter manager and staff to implement strategies to help reduce stress for occupants and shelter workers.
- Applying a mental health first aid action plan to assist someone experiencing a mental health or substance use-related crisis.
- Providing trauma-informed care and de-escalation techniques



**Trauma-informed Care** – Our behavioral health staff assigned to shelters understand that most adults will experience some type of trauma at least once in their lives and a lot of people exhibiting mental challenges have experienced trauma. Anytime a person is faced with leaving the comfort of their own home to seek shelter, it’s traumatic. This trauma can exacerbate mental illness and substance abuse disorders. ***That is why it is so important to emphasize to evacuees – this shelter is a safe place.***

Our behavioral health staff members will work closely with the Shelter Manager to help transform a school gymnasium or recreation center into safe spaces for evacuees. Moreover, they are cognizant of the stress placed on workers too, who are exposed to fear and trauma of evacuees on a large-scale can cause secondary, or vicarious trauma. They will watch for signs of vicarious trauma like fatigue, depressed mood, and avoidance behaviors during interactions with evacuees. Given the need to present positivity,

safety and high morale within the shelter, our staff will address this directly and ensure “staff burnout” is remedied quickly.

Pre-hire or re-assignment assessment of staff working in a shelter is a proactive means for identifying the impacts of various trauma and burnout on staff. Our Behavioral Health Program Manager will work with HR staff to ensure new staff being onboarded are scheduled for training that properly prepares them for their role. This should also occur for volunteers or County staff that will also be working in the shelters. We can assist in identifying knowledge gaps among incoming staff and provide recommendations for learning that help aid in job readiness.

**Harm Reduction Principles** – Under the threat of hurricane, the County is faced with a complex situation the safe evacuation and/or sheltering of all residents, including those who use regulated substances. For these people, requiring abstinence on little or no notice may not be possible. While most harm reduction strategies are person-driven and intended to ensure people who use substances are treated with dignity and respect, the County’s policy on treatment of these situations has preceded. Our behavioral health staff are trained to always use compassion, non-judgmental and non-punitive approach when communicating with individual evacuees who are unwilling or unable to stop their substance abuse. We will work with the County to ensure intake information addresses substance use as part of the health screening process and follow existing health department recommendations for accommodation during the short time they may require shelter during a disaster.



**Mental Health First Aid** – CDR Behavioral Health Staff will assist in refresher training of all shelter staff (County, Volunteer or CDR) on site to ensure everyone in the shelter environment can undertake to help evacuees cope with the trauma of the storm.

## 5 Steps to providing psychological help in difficult times include:

- 1) **Create a Safe Environment:** The first thing that must be done during trauma, is to remind yourself or the one you’re helping that the trauma is over. That *fight or flight syndrome* racing in the head must be calmed down to assess the current situation, which may be much better than before. Use simple words and don’t speak too fast.
- 2) **Stay in that Space:** For a while, **just practice breathing**. This helps you to *ground yourself*. Remind evacuees to inhale and exhale deeply which regulates the heart rate. When you’re doing this, you’re **remaining in that safe environment** while the systems of your body follow your mind back into its normal state. If the survivor of the difficult situation wants to talk, then talk with them, but if not, don’t ask questions at this time.
- 3) **Build up Strength:** If evacuees are showing signs of having *difficulty coping with their situation or trauma*, remind them of their own strength and place focus on independence. This focus on caring for themselves will help them transfer from victim to survivor mode and help them stand up to any additional confrontations or negative events presently happening.
- 4) **Connect and Show Care** If you’re helping an evacuee get through a panic attack, **making a connection is a great idea**. Connecting with someone who may be experiencing a large range of symptoms, such as *dissociation or anxiety*, can keep them being centered in the present. You can talk about the good surroundings or introduce a simple chore within the shelter they might undertake to help **avert focus from panic to caring** for others in similar circumstances.
- 5) **Use and Talk about Hope:** Remind evacuees who exhibit stress, that there is always hope. Hope is so powerful, and it helps us see the positive aspects of every single situation. Thinking of hope, visualizing hope, and practicing hope can truly heal you from traumatic experiences or difficult situations. Never give up hope.

Psychological first aid also includes what NOT to do in these situations. These few things, if prevented, will move the process of healing and restoring much faster.

- Never assume what a person has experienced. Only listen as they tell you what they want you to know. Don't talk about symptoms or diagnosis because this only makes a traumatic situation seem like part of the victim's imagination.
- Never talk down to someone showing panic, fear or trauma over evacuation. Also, don't pressure them to talk about the details even if they have started talking. The point is to let them lead, you follow, giving support as needed. And you will know when it's time to be extra supportive.
- Do not try to add details that aren't there or haven't been verified. Sometimes it's best to sit back and watch certain things unfold. One more example would be a doximity alteration.
- If you are called upon to intervene during an altercation that is escalating and getting out of hand, it's best to get both parties calm first, then listen to each one, but one at a time. At some point, you will understand if you need to add anything to the conversation. Listening is underrated and can come in handy during traumatic events.

**e. Agrees to use Pinellas County Shelter Software or other electronic communications/reporting protocols/forms.**

CDR agrees to use the County's Shelter Software and all other communication and reporting protocols and forms.

**f. Describe additional resources needed to support behavioral health services.**

If additional resources are needed, our behavioral health lead will reach out to the County to identify and determine how to best address an unmet need.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/00/03

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).

<b>PRODUCER</b> Alliant Insurance Services, Inc. 600 Brickell Ave Ste 2575 Miami FL 33131	<b>CONTACT NAME:</b> Renate Bayer <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> rena.te.bayer@alliant.com
<b>INSURED</b> License#: 0C36861 CDRMAGU-01 CDR HEALTH CARE, INC. CDR MAGUIR, I.C. 740 SW 10TH ST. S. IT 00 MIAMI FL 33103	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Land ar Ari an Insuran Co any <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES**

CERTIFICATE NUMBER: 851887497

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"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			LHC7003	000000	000003	EACH OCCURRENCE \$ 3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 3,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Medical Malpractice Professional Liability			LHC7003	000000	000003	Cath Clai Aoreate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

R00 Solidation 030500RFP 000 erenry Manaent Shelter Staff and Clinical Behavioral Health Staff Support Services

Pinellas County, a Subdivision of the State of Florida, 400 S. Fort Harrison Ave., Clearwater, FL 33756 is Additional Insured for General Liability.

**CERTIFICATE HOLDER****CANCELLATION**Pinellas County, a Subdivision of the State of Florida  
400 S. Fort Harrison Ave.  
Clearwater, FL 33756

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

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## 10. SAMPLE AGREEMENT

### AGREEMENT

23-0509-RFP

*The sample agreement below reflects the contract terms and conditions specific to this solicitation. For purposes of this sample, the “Contractor” is the successful Respondent. By submitting a submission in response to this solicitation, the Contractor acknowledges and agrees that if they are awarded a contract under this solicitation, they will enter a contract in substantially this form and subject to these terms.*

This Agreement (the “agreement” or “contract”) is entered into on the date last executed below (“Effective Date”), by and between Pinellas County, a subdivision of the State of Florida whose primary address is 315 Court Street, Clearwater, Florida 33756 (“COUNTY”) and [CONTRACTOR’S NAME] whose primary address is [Address] (hereinafter “CONTRACTOR” or “Custodian”) (jointly, the “Parties”).

**NOW THEREFORE, the Parties agree as follows:**

#### A. Documents Comprising Agreement

1. This Agreement, including the Exhibits listed below, constitutes the entire agreement and understanding of the Parties with respect to the transactions and services contemplated hereby and supersedes all prior agreements, arrangements, and understandings relating to the subject matter of the Agreement. The documents listed below are hereby incorporated into and made a part of this Agreement:
  - a. This Agreement
  - b. Pinellas County Standard Terms & Conditions, located on Pinellas County Purchasing's website, effective 1/1/2023, posted at <https://pinellas.gov/county-standard-terms-conditions/>
  - c. Solicitation Section 4, Titled Special Conditions
  - d. Solicitation Section 5, Titled Insurance Requirements
  - e. Contractor's response to Solicitation Section 6, Scope of Work / Specifications
  - f. Contractor's response to Solicitation Section 9, Pricing Proposal
2. In the case of a conflict, the terms of this document govern, followed by the terms of the attached Exhibits, which control in the order listed above.

#### B. Term

1. The initial term of this Agreement is for 36 months from the Effective Date. At the end of the initial term of this contract, this Agreement may be extended for one (1), twenty-four (24) terms, or such other renewal terms agreed to by the Parties.

#### C. Pricing & Expenditures Cap

1. Payment and pricing terms for the initial and renewal terms are [list payment terms OR “subject to the cost or fee schedule in the CONTRACTOR’s Statement of Work”].  
Notwithstanding the above, County expenditures under the Agreement will not exceed [TBD \$XXX] for [“the Contract term” or “any County fiscal year”] without a written amendment to this Agreement.

**D. Exceptions**

1. The following provisions of the T&Cs are amended as follows. Except as expressly provided in this Section 2, the terms of documents composing the Agreement remain in full force and effect:
  - a. [List any exceptions here]
  - b. [List any exceptions here]

**E. Attachment A - Fema Grant Forms**

**F. Entire Agreement**

1. This Agreement constitutes the entire agreement between the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their undersigned officials, who are duly authorized to bind the Parties to the Agreement.

For Contractor: CDR MAGUIRE, INC.

Signature: 

Print Name and Title: WILLIAM R. WAGES, P.E., PRESIDENT, CDR EMERGENCY MANAGEMENT

Date: APRIL 4, 2023

For County:

Signature:

Print Name and Title:

Date:

**PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES  
AGREEMENTS**

**PINELLAS COUNTY  
STANDARD TERMS & CONDITIONS  
GOODS & SERVICES AGREEMENTS**

EFFECTIVE DATE: 01/01/2023

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**PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES  
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# PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES AGREEMENTS

## 1. DEFINITIONS

- A. **“Agreement”** means the agreement CONTRACTOR is entering into with Pinellas County, including all documents and exhibits which are expressly incorporated by reference, and any amendments thereto, regardless of the title of the primary agreement document. The term “Agreement” may be used interchangeably with the terms “Contract.”
- B. **“CONTRACTOR”** means the entity entering into an agreement with Pinellas County, and may be used interchangeably with the terms “bidder”, “respondent”, “contractor”, “vendor”, “submitter”, or “proposer” in relation to any solicitation for goods or services.
- C. **“Confidential Records”** and **“Confidential Information”** mean any information of any Party that is designated as confidential and/or exempt by Florida’s public records law, including information that constitutes a trade secret pursuant to Chapter 688, Florida Statutes *and* is designated in writing as a trade secret by CONTRACTOR (unless otherwise determined to be a non-confidential public record by applicable Florida law).  
Notwithstanding the foregoing, Confidential Information does not include information that:  
(i) becomes public other than as a result of a disclosure in breach of the Agreement; (ii) becomes available to the Party on a non-confidential basis from a third-party source which is not prohibited from disclosing such information; (iii) is known by the Party prior to its receipt from the other Party without any obligation or confidentiality with respect thereto; or (iv) is developed by the Party independently of any disclosures made in relation to the Agreement.
- D. **“CONTRACTOR Personnel”** means all employees of CONTRACTOR, and all employees of subcontractors of CONTRACTOR, including, but not limited to temporary and/or leased employees, who are providing the Services at any time during the project term.
- E. **“County”** or **“Pinellas County”** means Pinellas County, a governmental agency and subdivision of the State of Florida.
- F. **“Parties”** means Pinellas County and any CONTRACTOR(s) entering into an Agreement.
- G. **“Products”** means any products or goods provided pursuant to an Agreement, and may be used interchangeably with the terms **“Materials”** or **“Goods”**.
- H. **“Services”** means the work, duties and obligations to be carried out and performed by CONTRACTOR under an Agreement. Services include any component task, subtask, service, or function inherent, necessary, or a customarily part of the Services contracted for but not specifically described in the Agreement, and include the provision of all standard day-to-day administrative, overhead, and internal expenses, including costs of bonds and insurance, labor, materials, equipment, safety equipment, products, office supplies, consumables, tools, postage, computer hardware/software, telephone charges, copier usage, fax charges, travel, lodging, and per diem and all other costs required to perform Services except as otherwise specifically provided in the Agreement.

## 2. ACCEPTANCE OF DELIVERABLES

For all deliverables under the Agreement that require formal acceptance by the COUNTY, the COUNTY will have 10 calendar days to review the deliverable(s) after receipt or completion of same by CONTRACTOR, and either accept or reject the deliverable(s) by written notice specifying any required changes, deficiencies, and/or additions necessary. CONTRACTOR will then have 7 calendar days to revise the deliverable(s) to resubmit and/or complete the deliverable(s) for review and approval by the COUNTY, which will then have 7 calendar days to review and approve, or reject the deliverable(s); provided however, that CONTRACTOR will not be responsible for any delays in the overall project schedule that result from the COUNTY’s failure to timely approve or



## **PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES AGREEMENTS**

reject deliverable(s) as provided herein. The County will acknowledge final acceptance of the deliverable(s) in writing.

### **3. COMPLIANCE WITH APPLICABLE LAWS**

#### **A. Compliance with Laws, Generally**

The CONTRACTOR will comply with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business and all Products and Services furnished, including those of Federal, State, and local agencies having jurisdiction and authority. Violation of such laws may be grounds for immediate contract termination.

#### **B. Convicted Vendors**

The CONTRACTOR warrants that neither it nor any affiliate is currently on the convicted Vendor list maintained pursuant to section 287.133 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. The CONTRACTOR will immediately notify the COUNTY in writing if its ability to perform is compromised in any manner during the term of the Agreement.

#### **C. Discrimination & Discriminatory Vendors**

In the performance of the Services, the CONTRACTOR agrees not to discriminate against any employee or applicant for employment on grounds of race, creed, color, religion, gender, sexual orientation, gender-related identity, age, national origin, or disability.

As required by Section 287.134, Florida Statutes, an entity or affiliate that has been placed on the discriminatory CONTRACTOR list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals or replies on leases of real property to a public entity, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

#### **D. Public Entities Crimes**

CONTRACTOR is directed to the Florida Public Entities Crime Act, Section 287.133, Florida Statutes, as well as Florida Statute 287.135 regarding Scrutinized Companies, and represents to COUNTY that CONTRACTOR is qualified to transact business with public entities in Florida, and to enter into and fully perform this Agreement subject to the provisions stated therein. Failure to comply with any of the above provisions will be considered a material breach of the Agreement.

### **4. Conflict Of Interest**

The CONTRACTOR represents that it presently has no interest and will acquire no interest, either direct or indirect, which would conflict in any manner with the performance of the Services required hereunder, and that no person having any such interest will be employed by CONTRACTOR during the agreement term and any extensions; and during the term of this Agreement.

The CONTRACTOR must promptly notify the COUNTY in writing of any business association, interest, or other circumstance which constitutes a conflict of interest as provided herein. If the CONTRACTOR is in doubt as to whether a prospective business association, interest, or other circumstance constitutes a conflict of interest, the Contract may identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion from CONTRACTOR's legal counsel, at CONTRACTOR's sole expense,

## **PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES AGREEMENTS**

as to whether the business association, interest or circumstance constitutes a conflict of interest if entered into by the CONTRACTOR.

### **5. Cooperative Use of Contract By Other Government Agencies**

CONTRACTOR agrees to make available to any Florida Government Agency the pricing and terms and conditions of this Agreement. "Florida Government Agency" means all State of Florida agencies, the legislative and judicial branches, political subdivisions of Florida (including other Florida counties) local district school boards, community colleges, municipalities, or other public agencies, which may desire to contract under the terms and conditions of the Agreement. The COUNTY will not be a party to, and will not be responsible for, contracts between the CONTRACTOR and other Florida Government Agencies that adopt the terms of the Agreement. The COUNTY is not responsible for any disputes arising out of transactions made by others.

### **6. Force Majeure**

Neither Party is responsible for a delay resulting from its failure to perform if neither the fault nor the negligence of the Party or its employees or agents contributed to the delay, and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, pandemics, or other similar cause wholly beyond the Party's control. In case of any delay the CONTRACTOR believes is excusable under this provision, the CONTRACTOR will notify the COUNTY in writing of the delay or potential delay and describe the cause of the delay either: 1) within ten (10) days after the cause that creates or will create the delay first arose, if the CONTRACTOR could not reasonably foresee that a delay could occur as a result; or, 2) if delay is not reasonably foreseeable, within five (5) days after the date the CONTRACTOR first had reason to believe that a delay could result. THE FOREGOING CONSTITUTES THE CONTRACTOR'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, will be asserted against the COUNTY. The CONTRACTOR will not be entitled to an increase in the Contract price or payment of any kind from the COUNTY for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist the CONTRACTOR will perform at no increased cost. Notwithstanding the above, if the COUNTY determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the COUNTY, the COUNTY may accept allocated performance or deliveries from the CONTRACTOR, provided that the CONTRACTOR grants preferential treatment to the COUNTY with respect to products subjected to allocation; or may purchase from other sources (without recourse to and by the CONTRACTOR for the related costs and expenses) to replace all or part of the Products or Services that are subject of the delay, which purchases may be deducted from the Agreement quantity; or may terminate the Agreement in whole or in part.

**PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES  
AGREEMENTS**

**7. Indemnification And Liability**

**A. Indemnification**

CONTRACTOR agrees to indemnify, pay the cost of defense, including attorney's fees, and hold harmless the COUNTY, its officers, employees and agents from all damages, suits, actions or claims, including reasonable attorney's fees incurred by the COUNTY, of any character brought on account of any injuries or damages received or sustained by any person, persons, or property, or in any way relating to or arising from the Agreement; or on account of any act or omission, neglect or misconduct of CONTRACTOR; or by, or on account of, any claim or amounts recovered under the Workers' Compensation Law; or of any other laws, regulations, ordinance, order or decree; or arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon; or for any violation of requirements of the Americans with Disabilities Act of 1990, as may be amended, and all rules and regulations issued pursuant thereto (collectively the "ADA") except when such injury, damage, or violation was caused by the sole negligence of the COUNTY.

**B. Liability**

Neither the COUNTY nor CONTRACTOR will make any express or implied agreements, guaranties or representations, or incur any debt, in the name of or on behalf of the other Party. Neither the COUNTY nor CONTRACTOR will be obligated by or have any liability under any agreements or representations made by the other that are not expressly authorized hereunder. The COUNTY will have no liability or obligation for any damages to any person or property directly or indirectly arising out of the operation by CONTRACTOR of its business, whether caused by CONTRACTOR's negligence or willful action or failure to act

**8. INSURANCE & CONDITIONS PRECEDENT**

The Parties' rights and obligations under the Agreement are contingent upon and subject to the CONTRACTOR securing and/or providing any performance security or insurance coverage(s) required by the Agreement within 10 days of the Effective Date, unless another date is expressly designated. No services will be performed by the CONTRACTOR and the COUNTY will not incur any obligations of any type until CONTRACTOR satisfies these conditions. Unless waived in writing by the COUNTY, in the event the CONTRACTOR fails to satisfy the conditions precedent within the time required, the Agreement will be deemed not to have been entered into and will be null and void.

**9. INTELLECTUAL PROPERTY**

The parties do not anticipate that any intellectual property will be developed as a result of the Agreement. However, any intellectual property developed as a result of the Agreement will belong to and be the sole property of the COUNTY. The rights conveyed to the COUNTY pursuant to this Agreement do not include rights to any preexisting Intellectual Property used, developed and refined by the CONTRACTOR and its subcontractors during their provision of Services under this Agreement. This provision will survive the termination or expiration of this Agreement.

**PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES  
AGREEMENTS**

**10. MISCELLANEOUS**

**A. Advertising**

Subject to Chapter 119, Florida Statutes, the CONTRACTOR will not publicly disseminate any information concerning the Agreement without prior written approval from the COUNTY, including, but not limited to mentioning the Agreement in a press release or other promotional material, either in print or electronically, to any entity that is not a party to Agreement.

**B. Amendment**

The Agreement may be amended by mutual written agreement of the Parties.

**C. Assignment**

This Agreement, and any rights or obligations hereunder, will not be assigned, transferred subcontracted, or delegated to any other person or entity by the CONTRACTOR without express prior written consent of the COUNTY. Any purported assignment in violation of this section will be null and void.

**D. Due Authority**

By signing any Agreement, each Party represents and warrants that: (i) it has the full right and authority and has obtained all necessary approvals to enter into the Agreement; (ii) each person executing the Agreement on behalf of the Party is authorized to do so; (iii) the Agreement constitutes a valid and legally binding obligation of the Party, enforceable in accordance with its terms.

**E. Equal Opportunity & County Gift/Gratuity Policy**

Pinellas County is committed to a workplace, which is free from harassment or discrimination of any kind. CONTRACTOR and its agents are expected to conduct themselves accordingly in all interactions related to the Agreement. All employees of Pinellas County are prohibited from accepting gifts and/or gratuities from Contractors. CONTRACTOR agrees to ensure that its employees, subcontractors, consultants and other agents honor this policy.

**F. Execution in Counterparts.**

The Agreement may be executed in counterparts, each of which will be deemed an original and all of which will constitute but one and the same instrument.

**G. Governing Law & Venue**

This Agreement and any associated purchases will be governed by and construed in accordance with the laws of the State of Florida (without regard to principles of conflicts of laws). The Parties agree that all actions or proceedings arising in connection with this Agreement will be tried and litigated exclusively in the appropriate court located in or for Pinellas County, Florida. This choice of venue is mandatory. Each Party waives any right it may have to assert the doctrine of *forum non conveniens* or similar doctrine or to object to venue with respect to any proceeding brought in accordance with this section.

**H. Name Changes**

The CONTRACTOR is responsible for immediately notifying the COUNTY of any company name change, which would cause invoicing to change from the name used at the time of the original Agreement.

**I. Non-Exclusive Agreement**

## **PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES AGREEMENTS**

Entering into an Agreement imposes no obligation on the COUNTY to utilize the CONTRACTOR for all goods and/or services of the type contracted for which may develop during the agreement period. All agreements are non-exclusive. During the term of any Agreement the COUNTY reserves the right to contract with another provider for similar goods and/or services as it determines necessary in its sole discretion.

### **J. Parties to the Agreement**

This Agreement creates no rights or privileges that are enforceable by anyone not a party to this Agreement. Nothing set forth in this Agreement is intended to create, or will create, any benefits, rights, or responsibilities to any third parties. Persons or entities not a party to the Agreement may not claim any benefit from the Agreement or as third-party beneficiaries thereto.

### **K. Project Monitoring**

Project Monitoring - During the term of the Agreement, Contractor shall cooperate with the County, either directly or through its representatives, in monitoring Contractor's progress and performance of this Agreement.

### **L. Severability**

If any section, subsection, sentence, clause, phrase, or portion of the Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion will be deemed separate, distinct, and independent provision, and such holding will not affect the validity of the remaining portion thereof.

### **M. Waiver**

The delay or failure by either Party to exercise or enforce any of its rights under the Agreement will not constitute or be deemed a waiver of the Party's right thereafter to enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of that or any other right.

## **11. NOTICES**

Any notice or written communication pursuant to the terms of this Agreement must be delivered in person, by Certified Mail, Return Receipt Requested or private carrier express mail, or emailed to the person or persons designated in the Agreement. Notice will be deemed to have been given on the date shown on the return receipt, or date of actual delivery, whichever is earlier. Either designated recipient will notify the other, in writing, if someone else is designated to receive notice.

## **12. PAYMENT & FISCAL OBLIGATIONS**

### **A. Fiscal Non-Funding**

The Agreement is not a general obligation of the COUNTY. It is understood that neither this Agreement nor any representation by any COUNTY employee or officer creates any obligation to appropriate or make monies available for the purpose of the Agreement beyond the fiscal year in which this Agreement is executed. No liability will be incurred by the COUNTY, or any department, beyond the monies budgeted and available for this purpose. In the event that sufficient budgeted funds are not available for a new fiscal period, COUNTY will notify the CONTRACTOR of such occurrence and the Agreement will terminate on the last day of the then-current fiscal period without penalty or expense to the COUNTY.



## **PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES AGREEMENTS**

### **B. Invoices**

Invoices (if applicable) must be submitted to the billing address indicated below, or electronically as permitted by the COUNTY. Any invoiced payments will be made in accordance with the Local Government Prompt Payment Act, Florida Statutes § 218.70 et seq. The COUNTY will notify the CONTRACTOR in writing of a change in the billing address. Any invoices must reference a valid contract or purchase order number and must include reasonable detail and supporting documentation, as necessary, for a proper pre-audit and post-audit thereof, to comply with Florida Statutes. When the Agreement is terminated, all amounts due will be pro-rated.

Invoices (if applicable) must be submitted to:

Clerk of the Circuit Court and Comptroller

Attn: Finance Division / Accounts Payable

PO Box 2438

Clearwater, Florida 33757

Phone: 727-464-8300

Email: [ClerkFinanceDivisionFixedAssets@mypinellasclerk.org](mailto:ClerkFinanceDivisionFixedAssets@mypinellasclerk.org)

The CONTRACTOR will provide the COUNTY with a completed IRS Form W-9 upon execution of the Agreement.

### **C. Refunds**

The CONTRACTOR will, without delay, provide a full refund to the COUNTY of any payments made, upon failure to timely and completely provide the Services for which the payments were made. At the end of the initial term, pricing may be adjusted based on mutual agreement of the Parties.

### **D. Taxes**

The COUNTY is immune from taxation. The Florida State Sales Tax Exemption Number for Pinellas County is 85-8013287050C-7 and the Federal Excise Tax Exemption Number is 59-6000800. The COUNTY will have no liability for any sales, service, value added, use, excise, gross receipts, property, workers' compensation, unemployment compensation, withholding or other taxes, whether levied upon CONTRACTOR or CONTRACTOR's assets, or upon the COUNTY in connection with the Agreement. Payments to County are subject to applicable Florida taxes, which will be the sole responsibility of CONTRACTOR.

### **E. Travel Expenses**

No travel or per diem reimbursement expenses will be paid unless expressly authorized in the Agreement and approved by the COUNTY in writing in advance. All bills for any authorized travel expenses will be submitted and paid in accordance with the rates and procedures specified in Section 112.061, Florida Statutes, and in compliance with the COUNTY's policy for travel expenses.

## **13. CONFIDENTIAL RECORDS, PUBLIC RECORDS & AUDIT**

### **A. Audit**

The COUNTY reserves the right to conduct an audit of the CONTRACTOR's records related to this Agreement and any Products or Services provided hereunder, pursuant to Pinellas County Code, Chapter 2. The CONTRACTOR must retain any such records for

## **PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES AGREEMENTS**

five (5) years following Contract completion and must provide the COUNTY or their authorized representatives complete access to such records for audit purposes during the term of the Agreement and for five (5) years following Agreement completion. This provision does not entitle COUNTY to audit any records that are not related to the Agreement.

### **B. Confidential Records & Information**

Each party will maintain as confidential any Confidential Records & Information, to the extent authorized by Federal and Florida law. Access to Confidential Records & Information will be limited by the Parties to only those employees or agents that must have access to comply with the terms of the Agreement.

### **C. Cooperation with the Inspector General**

CONTRACTOR will fully cooperate with the Pinellas County Clerk of the Circuit Court's Inspector General in any investigation, audit, inspection, review, or hearing initiated by the Inspector General on behalf of the COUNTY that is associated with the administration or performance of the Agreement, including but not limited to providing timely access to records, authorizing interviews of CONTRACTOR agents or employees, and responding to requests for information. CONTRACTOR will include and enforce this requirement in any subcontractor agreement.

### **D. Public Records**

CONTRACTOR acknowledges that information and data it manages in relation to the Agreement may be public records in accordance with Chapter 119, Florida Statutes. CONTRACTOR agrees that prior to providing Services it will implement policies and procedures to maintain, produce, secure, and retain public records in accordance with applicable laws and regulations, including but not limited to Section 119.0701, Florida Statutes. Notwithstanding any other provision of this Agreement relating to compensation, the CONTRACTOR agrees to charge the COUNTY, and/or any third parties requesting public records only such fees allowed by Section 119.07, Florida Statutes, and County policy for locating and producing public records during the term of this Agreement. A CONTRACTOR who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

Upon request from the COUNTY's custodian of public records, CONTRACTOR will provide the COUNTY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

CONTRACTOR will ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the CONTRACTOR does not transfer the records to the COUNTY.

Upon completion of the contract, the CONTRACTOR will transfer to the COUNTY, at no cost, all public records in possession of the CONTRACTOR, or will keep and maintain public records as required by law. If the CONTRACTOR transfers all public records to the COUNTY upon completion of the contract, the CONTRACTOR will destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the CONTRACTOR will meet all applicable requirements for retaining public records. All records stored electronically must be provided to the COUNTY, upon request

## **PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES AGREEMENTS**

from the COUNTY's custodian of public records, in a format that is compatible with the information technology systems of the COUNTY.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ADMINISTRATIVE SERVICES, AT**

**(727) 464-3341,**

[clerkinfo@mypinellasclerk.org](mailto:clerkinfo@mypinellasclerk.org)

**ATTN: PUBLIC RECORDS LIASON**

**315 COURT STREET, 4TH FLOOR, ROOM 400, CLEARWATER, FL 33756**

The Parties acknowledge and agree that the statements and provisions in this Section are required by Florida Statutes to be included in certain contracts. The inclusion of these provisions will not be construed to imply that the CONTRACTOR has been delegated any governmental decision-making authority, governmental responsibility, or governmental function, or that CONTRACTOR is acting on behalf of the COUNTY as provided under section 119.011(2), Florida Statutes. As stated above, CONTRACTOR may contact the COUNTY with questions regarding the application of the Public Records Law; however, CONTRACTOR is advised to seek independent legal counsel as to its legal obligations. The COUNTY cannot provide CONTRACTOR advice regarding its legal rights or obligations.

### **E. Right to Ownership**

All work created, originated and/or prepared by CONTRACTOR in performing Services including documentation or improvements related thereto, to the extent that such work, products, documentation, materials or information are described in or required by the Services (collectively, the "Work Product") will be COUNTY's property when completed and accepted, if acceptance is required in this Agreement, and the COUNTY has made payment of the sums due therefore. The ideas, concepts, know. how or techniques developed during the course of this Agreement by the CONTRACTOR or jointly by CONTRACTOR and the COUNTY may be used by the COUNTY without obligation of notice or accounting to the CONTRACTOR. Any data, information or other materials furnished by the COUNTY for use by CONTRACTOR under this Agreement will remain the sole property of the COUNTY.

## **14. TERMINATION**

### **A. CONTRACTOR Default Provisions and Remedies of COUNTY**

1. **Events of Default** - Any of the following will constitute a "CONTRACTOR Event of Default" hereunder:
  - i. CONTRACTOR fails to maintain the staffing necessary to perform the Services as required in the Agreement, fails to perform the Services as specified in the Agreement, or fails to complete the Services within the completion dates as specified in the Agreement;
  - ii. CONTRACTOR breaches Confidential Information Section of this Agreement;
  - iii. CONTRACTOR fails to gain acceptance of goods and/or services deliverable, for 2 consecutive iterations; or

## **PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES AGREEMENTS**

- iv. **CONTRACTOR** fails to perform or observe any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a **CONTRACTOR** Event of Default as set out above, the **COUNTY** will provide written notice of such **CONTRACTOR** Event of Default to **CONTRACTOR** ("Notice to Cure"), and **CONTRACTOR** will have 30 calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the **CONTRACTOR** Event of Default described in the written notice.
3. **Termination for Cause by the COUNTY** - In the event that **CONTRACTOR** fails to cure a **CONTRACTOR** Event of Default as authorized herein, or upon the occurrence of a **CONTRACTOR** Event of Default as specified in Termination – **CONTRACTOR** Default Provisions and Remedies of **COUNTY** – Events of Default Section of this Agreement, the **COUNTY** may terminate this Agreement in whole or in part, effective upon receipt by **CONTRACTOR** of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the **COUNTY**.

### **B. COUNTY Default Provisions and Remedies of CONTRACTOR**

1. **Events of Default** - Any of the following will constitute a "COUNTY Event of Default" hereunder:
  - i. the **COUNTY** fails to make timely undisputed payments as described in this Agreement;
  - ii. the **COUNTY** breaches Confidential Information Section of this Agreement; or
  - iii. the **COUNTY** fails to perform any of the other material provisions of this Agreement.
2. **Cure Provisions** - Upon the occurrence of a **COUNTY** Event of Default as set out above, **CONTRACTOR** will provide written notice of such **COUNTY** Event of Default to the **COUNTY** ("Notice to Cure"), and the **COUNTY** will have thirty (30) calendar days after the date of a Notice to Cure to correct, cure, and/or remedy the **COUNTY** Event of Default described in the written notice.
3. **Termination for Cause by CONTRACTOR** - In the event the **COUNTY** fails to cure a **COUNTY** Event of Default as authorized herein, **CONTRACTOR** may terminate this Agreement in whole or in part effective on receipt by the **COUNTY** of written notice of termination pursuant to this provision, and may pursue such remedies at law or in equity as may be available to the **CONTRACTOR**.

## **PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES AGREEMENTS**

### **C. Termination for Convenience**

Notwithstanding any other provision herein, the COUNTY may terminate this Agreement, without cause, by giving 30 days advance written notice to the CONTRACTOR of its election to terminate this Agreement pursuant to this provision.

### **15. TIME IS OF THE ESSENCE**

Time is of the essence of the Agreement. Any Milestones stated in the Agreement are binding. If a Milestone date falls on a day other than a Business Day, such time period will be extended automatically to the next Business Day.

### **16. WARRANTY OF ABILITY TO PERFORM**

The CONTRACTOR warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the CONTRACTOR's ability to satisfy its contract obligations.

### **17. SERVICES**

***The terms under this section are applicable if the Agreement includes the provision of SERVICES:***

#### **A. Additional Services**

The COUNTY may elect to have CONTRACTOR perform Services that are not specifically described in the Statement of Work but are related to the Services ("Additional Services"), in which event CONTRACTOR will perform such Additional Services for the compensation specified in the Statement of Work or negotiated between the two Parties. CONTRACTOR will commence performing the applicable Additional Services promptly upon receipt of written approval as provided herein.

#### **B. Descoping of Services**

The COUNTY reserves the right, in its sole discretion, to de-scope Services upon written notification to the CONTRACTOR by the COUNTY. Upon issuance and receipt of the notification, the CONTRACTOR and the COUNTY will enter into a written amendment reducing the appropriate fee for the impacted Services by a sum equal to the amount associated with the de-scoped Services as defined in the payment schedule in this Agreement, if applicable, or as determined by mutual written consent of both Parties based upon the scope of work performed prior to issuance of notification.

#### **C. Personnel**

##### **1) Approval and Replacement of Personnel**

The COUNTY will have the right to approve all CONTRACTOR Personnel assigned to provide the Services, which approval will not be unreasonably withheld. Prior to commencing the Services, the CONTRACTOR will provide at least ten (10) days written notice of the names and qualifications of the CONTRACTOR Personnel assigned to perform Services pursuant to the Agreement. Thereafter, during the term of this Agreement, the CONTRACTOR will promptly and as required by the COUNTY provide written notice of the names and qualifications of any additional CONTRACTOR Personnel assigned to perform Services. The COUNTY, on a reasonable basis, will have the right to require the removal and replacement of any of the CONTRACTOR Personnel performing Services, at any time during the term of the Agreement. The COUNTY will notify CONTRACTOR in writing in the event the COUNTY requires such action. CONTRACTOR will accomplish any such removal within 48 hours after receipt



## **PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES AGREEMENTS**

of notice from the COUNTY and will promptly replace such person with another person, acceptable to the COUNTY, with sufficient knowledge and expertise to perform the Services assigned to such individual in accordance with this Agreement. In situations where individual CONTRACTOR Personnel are prohibited by applicable law from providing Services, removal and replacement of such CONTRACTOR Personnel will be immediate and not subject to such 48 hour replacement timeframe and the provisions of the Termination Section of this Agreement will apply if minimum required staffing is not maintained.

### **2) E-Verify**

CONTRACTOR and any subcontractor(s) must register with and use the E-verify system in accordance with Florida Statutes Section 448.095. A contractor and subcontractor may not enter into a contract with the COUNTY unless each party registers with and uses the E-verify system. If a contractor enters a contract with a subcontractor, the subcontractor must provide the contractor with an affidavit stating that the Subcontractor does not employ, contract with, or subcontract with unauthorized aliens. The contractor must maintain a copy of the affidavit for the duration of the contract. If the COUNTY, CONTRACTOR, or Subcontractor has a good faith belief that a person or entity with which it is contracting has knowingly violated Florida Statutes Section 448.09(1) will immediately terminate the contract with the person or entity. If the COUNTY has a good faith belief that a Subcontractor knowingly violated this provision, but the CONTRACTOR otherwise complied with this provision, the COUNTY will notify the CONTRACTOR and order that the CONTRACTOR immediately terminate the contract with the Subcontractor. A contract terminated under the provisions of this section is not a breach of contract and may not be considered such. Any contract termination under the provisions of this section may be challenged to Section 448.095(2)(d), Florida Statute. CONTRACTOR acknowledges upon termination of this agreement by the COUNTY for violation of this section by CONTRACTOR, CONTRACTOR may not be awarded a public contract for at least one (1) year. CONTRACTOR acknowledges that CONTRACTOR is liable for any additional costs incurred by the COUNTY as a result of termination of any contract for a violation of this section. CONTRACTOR or Subcontractor will insert in any subcontracts the clauses set forth in this section, requiring the subcontracts to include these clauses in any lower tier subcontracts. CONTRACTOR will be responsible for compliance by any Subcontractor or Lower Tier Subcontractor with the clause set forth in this section.

### **3) Independent CONTRACTOR Status and Compliance with the Immigration Reform and Control Act**

CONTRACTOR is and will remain an independent contractor and is neither agent, employee, partner, nor joint venturer of COUNTY. CONTRACTOR acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et seq, and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions will be considered a material breach of the Agreement.

### **4) Qualified Personnel**

CONTRACTOR agrees that each person performing Services will have the qualifications and requirements to fulfill any obligations.

## **D. Quality of Services**

## **PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES AGREEMENTS**

The CONTRACTOR agrees that all Services provided under an Agreement will be performed in compliance with the Agreement terms and to the satisfaction of the COUNTY.

### **18. EQUIPMENT MAINTENANCE**

***The terms under this section are applicable if the Agreement includes equipment maintenance:***

#### **A. Extra Compensation**

No repairs, replacements of parts or equipment that will result in extra charges not covered by this contract will be performed by the CONTRACTOR without first submitting a written estimate of cost of same and securing written approval from the COUNTY.

#### **B. Addition and Deletion**

In the event any machine or equipment is subsequently purchased, the type of which is covered by the Agreement, such machine or equipment may, at the COUNTY's discretion, be added to the Agreement at the established rate and under the same terms and conditions. Any machine or equipment covered by the Agreement may, at the COUNTY's discretion, be deleted therefrom and the compensation contracted for proportionately reduced at any time, provided 30 days written notice is given to the CONTRACTOR.

### **19. DIGITAL CONTENT**

***The terms under this section are applicable if the Agreement includes software, online, or digital content services:***

#### **A. Americans with Disabilities Act (ADA) Digital Accessibility Compliance**

All public-facing digital content and services produced, modified, hosted, or otherwise provided pursuant to the agreement—including but not limited to audiovisual content, documents, websites, web applications, mobile apps, software, kiosks, and other technology-based Products and Services—must comply with the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act of 1973, and must be in conformance with requirements defined in the following standards: The Information and Communication Technology (ICT) Standards and Guidelines; the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA; or such guidelines as may be subsequently adopted by the Department of Justice (DOJ) for compliance with the ADA. If guidelines are formally adopted by DOJ, those guidelines will be used as the standard for compliance regardless of whether they are more or less stringent than WCAG 2.1 AA.

COUNTY will notify CONTRACTOR in writing if it identifies an issue that renders the product inaccessible (the "Accessibility Issue"). Within 30 days of such notice, CONTRACTOR and COUNTY will meet and agree upon an appropriate and commercially reasonable timeline for resolution of the Accessibility Issue(s) ("Initial Meeting").

Should any of the following conditions occur, it will constitute a material breach of the Agreement by CONTRACTOR and will be grounds for termination by COUNTY:

1. CONTRACTOR fails to acknowledge receipt of the notice and fails to meet within 30 days of receipt of the Notice;
2. CONTRACTOR unreasonably and solely withholds agreement regarding a timeline for resolution; or
3. CONTRACTOR fails to materially resolve the Accessibility Issue(s) within the agreed-upon timeline.

# **PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES AGREEMENTS**

## **B. Software Updates**

At no additional charge to the COUNTY, the CONTRACTOR will provide all necessary updates to the software to comport with the purpose of this Agreement and to comply with legislative changes. "Update" means any published changes, additions or corrections to the Software that primarily include a minor modification or enhancement to the Software related to a bug fix, minor additional functionality or legislative changes that CONTRACTOR makes generally available to its customers. COUNTY will notify CONTRACTOR as soon as possible of any necessary changes to the functionality of the software to comply with legislative changes.

## **20. ACQUISITION OF GOODS OR PRODUCTS**

***The terms under this section are applicable if the Agreement includes the acquisition of GOODS or PRODUCTS:***

### **A. Additional Quantities**

For a period not exceeding ninety (90) days from the date of solicitation award, the COUNTY reserves the right to acquire additional quantities of the Product up to the amount shown in the Agreement, not to exceed double the initial agreed upon order, at the Agreement prices.

### **B. Best Pricing Offer**

During the term of the Agreement, if the COUNTY becomes aware of better pricing offered by the CONTRACTOR for substantially the same or a smaller quantity of a Product outside the Agreement, but upon the same or similar terms of the Agreement, then the CONTRACTOR will extend the lower pricing to the COUNTY or the COUNTY may purchase that item for the lower price from another provider. The COUNTY will provide proof that the lower price is offered by another provider when requesting that the CONTRACTOR reduce its prices. If the CONTRACTOR lowers their pricing during the term of the Agreement, the CONTRACTOR will automatically furnish the lower price to the COUNTY without prompting.

### **C. Discounts**

If the Agreement is for Products to be ordered more than once, CONTRACTOR agrees to negotiate reasonable quantity discounts for one-time delivery of large single orders of Products under the Agreement, such discounts being not less than 5% and not more than 25% of the contracted per-unit price for the Products. A large single order is an order that is at least 25% more than the average of the prior 6 orders, or, if the number of orders is less than 6, then such volume as agreed by the Parties to be a large order. The COUNTY may seek to negotiate additional price concessions on quantity purchases of any Products offered under the Contract.

Delay in receiving an invoice, invoicing for products shipped ahead of specified schedule, or invoices rendered with errors or omissions will be considered just cause for COUNTY to withhold payment without losing discount privileges. Discount privilege will apply from date of scheduled delivery, the date of receipt of goods, or the date of approved invoice, whichever is later.

## **PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES AGREEMENTS**

### **D. Material Safety Data Sheet**

In accordance with OSHA Hazardous Communications Standards, it is the Contractor seller's duty to advise if a product is a toxic substance and to provide a Material Safety Data Sheet (SDS) at time of delivery.

### **E. Material Quality**

CONTRACTOR warrants that all products purchased and delivered under the Agreement will be of first quality and not damaged and/or factory seconds. In COUNTY's sole discretion, goods rejected due to damage, inferior quality, or workmanship may be returned to CONTRACTOR at CONTRACTOR's expense and are not to be replaced except upon receipt of written instructions from COUNTY. If the COUNTY elects to have such goods replaced, they will be exchanged within 24 hours of notice to the CONTRACTOR at no charge to the County. All manufacturer, producer or seller warranties offered to any other purchaser are expressly available and applicable to County.

### **F. Variation in Quantity**

County assumes no liability for products produced, processed or shipped in excess of the amounts ordered pursuant to the terms of the Agreement or associated Purchase Order.

### **G. Product Versions & Equivalents**

Each purchase will be deemed to reference a manufacturer's most recently released model or version of the product at the time of the order, unless the COUNTY specifically requests in writing an earlier model or version and the contractor is willing to provide such model or version. Unless otherwise specified, any manufacturers' names, trade names, brand names, information or catalog numbers listed in a specification or purchase order are descriptive, not restrictive. With the COUNTY's prior written approval, the CONTRACTOR may provide any product that meets or exceeds the applicable specifications. The CONTRACTOR will demonstrate comparability through such means as appropriate catalog materials, literature, specifications, or test data. The COUNTY will determine in its sole discretion whether a Product is acceptable as an equivalent.

### **H. Safety Standards**

All manufactured items and fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving connection to a manufactured, natural, or LP gas source will be constructed and approved in a manner acceptable to the appropriate State Inspector. Acceptability customarily requires, at a minimum, identification marking of the appropriate safety standard organization, where such approvals of listings have been established for the type of device offered and furnished, for example: the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies; and the American Gas Association for gas-operated assemblies. In addition, all Products furnished will meet all applicable requirements of the Occupational Safety and Health Act (OSHA) and State and Federal Requirements relating to clean air and water pollution.

The COUNTY reserves the right to inspect, at any reasonable time with prior notice, the equipment, product, plant, or applicable facilities of a CONTRACTOR to assess conformity with the Agreement requirements and to determine whether they are adequate and suitable for proper and effective Agreement performance.

## **PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES AGREEMENTS**

### **I. Trade-In**

The COUNTY may trade-in equipment when making purchases under the Agreement. A trade-in will be negotiated between the COUNTY and the CONTRACTOR. The COUNTY is obligated to actively seek current fair market value when trading equipment, and to keep accurate records of the process.

### **J. Transportation & Installation**

Unless otherwise specified, prices will include all charges for packing, handling, freight, distribution, and inside delivery. Transportation of goods will be free on board (FOB) Destination to any point within thirty (30) days after the COUNTY places an order. CONTRACTOR, within five (5) days after receiving a purchase order, will notify the COUNTY of any potential delivery delays. Evidence of inability or intentional delays may be cause for cancellation of the Agreement.

Where installation is required, CONTRACTOR will be responsible for placing and installing the product in the required locations at no additional charge, unless otherwise designated in the Agreement or on the purchase order. CONTRACTOR's authorized product and price list will clearly and separately identify any additional installation charges. All materials used in the installation will be of good quality and will be free of defects that would diminish the appearance of the product or render it structurally or operationally unsound. Installation includes the furnishing of any equipment, rigging, and materials required to install or replace the product in the proper location. CONTRACTOR will protect the site from damage and will repair damages or injury caused during installation by CONTRACTOR or its employees or agents. If any alteration, dismantling, excavation, etc., is required to achieve installation, the CONTRACTOR will promptly restore the structure or site to its original condition. CONTRACTOR will perform installation work so as to cause the least inconvenience and interference with the COUNTY and with proper consideration of others on site. Upon completion of the installation, the location and surrounding area of work will be left clean and in a neat and unobstructed condition, with everything in satisfactory repair and order.

Tangible Products will be securely and properly packed for shipment, storage, and stocking in appropriate, clearly labeled, shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases, or other types of containers. All containers and packaging will become and remain the COUNTY's property.



**PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES  
AGREEMENTS**

**EXHIBITS:**

- **EXHIBIT A: PAYMENT/INVOICES**
- **EXHIBIT B: DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS**

**PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES  
AGREEMENTS**

**21. EXHIBIT A: PAYMENT/INVOICES**

**PAYMENT/INVOICES:**

CONTRACTOR must submit invoices for payment due as provided herein with such documentation as required by Pinellas COUNTY and all payments will be made in accordance with the requirements of Section 218.70 et. seq, Florida Statutes, "The Local Government Prompt Payment Act." Invoices will be submitted to the address below unless instructed otherwise on the Agreement or purchase order, or as directed in writing by the ordering department:

Finance Division Accounts Payable  
Pinellas County Board of County Commissioners  
P. O. Box 2438  
Clearwater, FL 33757

Each invoice must include, at a minimum, the Supplier's name, contact information and the standard purchase order number. In order to expedite payment, it is recommended the Supplier also include the information shown below, as applicable. Any disputes will be raised and resolved in accordance with the COUNTY's Dispute Resolution Process for Invoiced Payments (Exhibit B), established in accordance with Section 218.76, Florida Statutes.

**INVOICE INFORMATION:**

<b>CONTRACTOR Information</b>	Company name, mailing address, phone number, contact name and email address as provided on the PO
<b>Remit To</b>	Billing address to which you are requesting payment be sent
<b>Invoice Date</b>	Creation date of the invoice
<b>Invoice Number</b>	Company tracking number
<b>Shipping Address</b>	Address where goods and/or services were delivered
<b>Ordering Department</b>	Name of ordering department, including name and phone number of contact person
<b>PO Number*</b>	Standard purchase order number (if applicable)
<b>Ship Date</b>	Date the goods/services were sent/provided
<b>Quantity</b>	Quantity of goods or services billed
<b>Description</b>	Description of services or goods delivered
<b>Unit Price</b>	Unit price for the quantity of goods/services delivered
<b>Line Total</b>	Amount due by line item
<b>Invoice Total</b>	Sum of all of the line totals for the invoice

Pinellas COUNTY offers a credit card payment process (ePayables) through Bank of America. Pinellas COUNTY does not charge vendors to participate in the program; however, there may be a charge by the company that processes your credit card transactions. For more information please visit Pinellas County's Purchasing website at (<https://pinellas.gov/departments/purchasing-risk-management-division/>)

\*If the Agreement specifies that Purchase Orders are to be utilized, the Purchase Order Number must appear on all packing slips, invoices and correspondence relating to the Order. County will not be responsible for goods delivered without a Purchase Order Number.

**PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES  
AGREEMENTS**

**22. EXHIBIT B: DISPUTE RESOLUTION FOR PINELLAS COUNTY BOARD OF COUNTY  
COMMISSIONERS IN MATTERS OF INVOICE PAYMENTS:**

Payment of invoices for work performed for Pinellas COUNTY Board of COUNTY Commissioners (COUNTY) is made, by standard, in arrears in accordance with Section 218.70, et. seq., Florida Statutes, the Local Government Prompt Payment Act.

If a dispute should arise as a result of non. payment of a payment request or invoice the following Dispute Resolution process will apply:

- A. Pinellas COUNTY will notify a vendor in writing within 10 days of receipt of an improper invoice. The notice will indicate what steps the vendor should undertake to correct the invoice and resubmit a proper invoice to the COUNTY. Such steps should include requiring the vendor to contact the requesting department to validate the invoice and receive a sign off from that entity that would indicate that the invoice in question is in compliance with the terms and conditions of the Agreement, and then resubmitting the invoice as a "Corrected Invoice" to the requesting department to initiate the payment timeline.
  1. Requesting department for this purpose is defined as the COUNTY department for which the work is performed or to which goods are provided.
  2. Proper invoice for this purpose is defined as an invoice submitted for work performed that meets prior agreed upon terms or conditions to the satisfaction of Pinellas COUNTY.
- B. Should a dispute result between the vendor and the COUNTY about payment of a payment request or an invoice then the vendor should submit their dissatisfaction in writing to the Requesting Department. Each Requesting Department will assign a representative who will act as a "Dispute Manager" to resolve the issue at departmental level.
- C. The Dispute Manager will first initiate procedures to investigate the dispute and document the steps taken to resolve the issue in accordance with section 218.76 Florida Statutes. Such procedures must be commenced no later than 45 days after the date on which the payment request or invoice was received by Pinellas COUNTY and will not extend beyond 60 days after the date on which the payment request or invoice was received by Pinellas COUNTY.
- D. The Dispute Manager should investigate and ascertain that the work, for which the payment request or invoice has been submitted, was performed to Pinellas COUNTY's satisfaction and duly accepted by the Proper Authority. Proper Authority for this purpose is defined as the Pinellas COUNTY representative who is designated as the approving authority for the work performed in the contractual document. The Dispute Manager will perform the required investigation and arrive at a solution before or at the 60-day timeframe for resolution of the dispute, per section 218.76, Florida Statutes. The COUNTY Administrator or his or her designee will be the final arbiter in resolving the issue before it becomes a legal matter. The COUNTY Administrator or his or her designee will issue their decision in writing.
- E. Pinellas COUNTY Dispute Resolution Procedures will not be subject to Chapter 120 of the Florida Statutes. The procedures will also, per section 218.76, Florida Statutes, not be intended as an administrative proceeding which would prohibit a court from ruling again on any action resulting from the dispute.
- F. Should the dispute be resolved in the COUNTY's favor interest charges begin to accrue 15 days after the final decision made by the COUNTY. Should the dispute be resolved in the vendor's favor the COUNTY will pay interest as of the original date the payment was due.
- G. For any legal action to recover any fees due because of the application of sections 218.70 et. seq., Florida Statutes, an award will be made to cover court costs and reasonable attorney

**PINELLAS COUNTY STANDARD - TERMS & CONDITIONS - GOODS & SERVICES  
AGREEMENTS**

fees, including those fees incurred as a result of an appeal, to the prevailing party If it is found that the non. prevailing party held back any payment that was the reason for the dispute without having any reasonable lawful basis or fact to dispute the prevailing party's claim to those amounts.

## 4. SPECIAL TERMS & CONDITIONS

### 4.1. INTENT

It is the intent of Pinellas County to establish an Agreement for Emergency Management Shelter Staff and Clinical/Behavioral Health Staff Support Services to be ordered, as and when required.

### 4.2. NON-NEGOTIABLE TERMS

While the County prefers that no exceptions to its contract terms be taken, the solicitation does authorize respondent to take exception to terms as part of its submittal. The County had deemed the following contract terms in the County's Standard Terms & Conditions <https://pinellas.gov/county-standard-terms-conditions/> to be non-negotiable:

Section 3: Compliance with Applicable Laws (all terms)

Section 7: Indemnification & Liability (all terms)

Section 8: Insurance & Conditions Precedent

Section 10(G): Governing Law & Venue

Section 12(A): Fiscal Non-Funding

Section 13: Confidential Records, Public Records, & Audit (all terms)

Section 19: Digital Content (all terms) *(if the Agreement includes software, online, or digital content services)*

Any terms required by law

### 4.3. PRICING/PERIOD OF CONTRACT

Unit prices submitted of listed items will be held firm for the duration of the Agreement. Duration of the Agreement will be for a period of 36 months from the date of Agreement award and any extension thereof.

### 4.4. TERM EXTENSION(S) OF CONTRACT

The Agreement may be extended subject to written notice of agreement from the County and successful respondent, for one (1) additional twenty-four (24) period(s) beyond the primary contract period. The extension shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing.

### 4.5. PRE-COMMENCEMENT MEETING

Upon award of the Agreement, the County will coordinate a pre-commencement meeting with the successful Contractor. The meeting will require Contractor and the County Representative to review specific Agreement details and deliverable documents at this meeting to ensure the scope of work and work areas are understood.

#### 4.6. ORDERS

Within the term of this Agreement, County may place one or more orders for goods and/or services at the prices listed on the Pricing Proposal section of this solicitation, which is incorporated by reference hereto.

#### 4.7. ASBESTOS MATERIALS

The contractor must perform all Work in compliance with Federal, State and local laws, statutes, rules, regulations and ordinances, including but not limited to the Department of Environmental Protection (DEP)'s asbestos requirements, 40 CFR Part 61, Subpart M, and OSHA Section 29 CFR 1926.58. Additionally, the contractor must be properly licensed and/or certified for asbestos removal as required under Federal, State and local laws, statutes, rules, regulations and ordinances. The County is responsible for filing all DEP notifications and furnish a copy of the DEP notification and approval for demolition to the successful contractor. The County will furnish a copy of the asbestos survey to the successful contractor. The contractor must keep this copy on site at all times during the actual demolition.

#### 4.8. SERVICES

***The terms below are applicable if the Solicitation includes the provision of SERVICES:***

- A. **ADD/DELETE LOCATIONS SERVICES** - The County reserves the right to unilaterally add or delete locations/services, either collectively or individually, at the County's sole option, at any time after award has been made as may be deemed necessary or in the best interests of the County. In such case, the contractor(s) will be required to provide services to this agreement in accordance with the terms, conditions, and specifications.

#### 4.9. QUANTITIES

Any quantities stated are an estimate only and no guarantee is given or implied as to quantities that will be used during the Agreement period. Estimated quantities are based upon previous use and/or anticipated needs.

#### 4.10. PERFORMANCE SECURITY

Not Applicable



## 5. INSURANCE REQUIREMENTS

### 5.1. INSURANCE (General)

The Vendor must provide a certificate of insurance and endorsement in accordance with the insurance requirements listed below, prior to recommendation for award. The Vendor shall obtain and maintain, and require any subcontractor to obtain and maintain, at all times during its performance of the Agreement in Phase 1 insurance of the types and in the amounts set forth. For projects with a Completed Operations exposure, Vendor shall maintain coverage and provide evidence of insurance for 2 years beyond final acceptance. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and have an AM Best rating of VIII or better.

### 5.2. INSURANCE (Requirements)

- A. Submittals should include, the Vendor's current Certificate(s) of Insurance. If Vendor does not currently meet insurance requirements, Vendor shall also include verification from their broker or agent that any required insurance not provided at that time of submittal will be in place prior to the award of contract. Upon selection of Vendor for award, the selected Vendor shall email certificate that is compliant with the insurance requirements. If the certificate received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s).
- B. **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**
- C. Approval by the County of any Certificate(s) of Insurance does not constitute verification by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate(s) of Insurance is in compliance with the requirements of the Agreement. County reserves the right to require a certified copy of the entire insurance policy, including endorsement(s), at any time during the Bid and/or contract period.
- D. If any insurance provided pursuant to the Agreement expires or cancels prior to the completion of the Work, you will be notified by CTrax, the authorized vendor of Pinellas County. Upon notification, renewal Certificate(s) of Insurance and endorsement(s) shall be furnished to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org) and to CTrax c/o JDi Data at [PinellasSupport@ididata.com](mailto:PinellasSupport@ididata.com) by the Vendor or their agent prior to the expiration date.
  - 1. Vendor shall also notify County within twenty-four (24) hours after receipt, of any notices of expiration, cancellation, nonrenewal or adverse material change in coverage received by said Vendor from its insurer Notice shall be given by email to Pinellas County Risk Management at [InsuranceCerts@pinellascounty.org](mailto:InsuranceCerts@pinellascounty.org). Nothing contained herein shall absolve Vendor of this requirement to provide notice.

2. Should the Vendor, at any time, not maintain the insurance coverages required herein, the County may terminate the Agreement,.
- E. If subcontracting is allowed under this Bid, the Primary Vendor shall obtain and maintain, at all times during its performance of the Agreement, insurance of the types and in the amounts set forth; and require any subcontractors to obtain and maintain, at all times during its performance of the Agreement, insurance limits as it may apply to the portion of the Work performed by the subcontractor; but in no event will the insurance limits be less than \$500,000 for Workers' Compensation/Employers' Liability, and \$1,000,000 for General Liability and Auto Liability if required below.
1. All subcontracts between the Vendor and its Subcontractors shall be in writing and are subject to the County's prior written approval. Further, all subcontracts shall
    - a. Require each Subcontractor to be bound to the Vendor to the same extent the Vendor is bound to the County by the terms of the Contract Documents, as those terms may apply to the portion of the Work to be performed by the Subcontractor;
    - b. Provide for the assignment of the subcontracts from the Vendor to the County at the election of Owner upon termination of the Contract;
    - c. Provide that County will be an additional indemnified party of the subcontract;
    - d. Provide that the County will be an additional insured on all insurance policies required to be provided by the Subcontractor except workers compensation and professional liability;
    - e. Provide a waiver of subrogation in favor of the County and other insurance terms and/or conditions
    - f. Assign all warranties directly to the County; and
    - g. Identify the County as an intended third-party beneficiary of the subcontract. The Vendor shall make available to each proposed Subcontractor, prior to the execution of the subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Section C and identify to the Subcontractor any terms and conditions of the proposed subcontract which may be at variance with the Contract Documents.
- F. Each insurance policy and/or certificate shall include the following terms and/or conditions:
1. The Named Insured on the Certificate of Insurance and insurance policy must match the entity's name that responded to the solicitation and/or is signing the agreement with the County.
  2. Companies issuing the insurance policy, or policies, shall have no recourse against County for payment of premiums or assessments for any deductibles which all are at the sole responsibility and risk of Vendor.

3. The term "County" or "Pinellas County" shall include all Authorities, Boards, Bureaus, Commissions, Divisions, Departments and Constitutional offices of County and individual members, employees thereof in their official capacities, and/or while acting on behalf of Pinellas County.
4. All policies shall be written on a primary, non-contributory basis.

The minimum insurance requirements and limits for this Agreement, which shall remain in effect throughout its duration and for two (2) years beyond final acceptance for projects with a Completed Operations exposure, are as follows:

### 5.3. WORKERS' COMPENSATION INSURANCE

Worker's Compensation Insurance is required if required pursuant to Florida law. If, pursuant to Florida law, Worker's Compensation Insurance is required, employer's liability, also known as Worker's Compensation Part B, is also required in the amounts set forth herein.

#### A. Limits

1. Employers' Liability Limits Florida Statutory
  - a. Per Employee \$ 500,000
  - b. Per Employee Disease \$ 500,000
  - c. Policy Limit Disease \$ 500,000

If Vendor is not required by Florida law, to carry Workers Compensation Insurance in order to perform the requirements of this Agreement, County Waiver Form for workers compensation must be executed, submitted, and accepted by Risk Management. The County Waiver Form is found at <https://pinellas.gov/services/submit-a-workers-compensation-waiver-request/>. Failure to obtain required Worker's Compensation Insurance without submitting and receiving a waiver from Risk Management constitutes a material breach of this Agreement.

### 5.4. COMMERCIAL GENERAL LIABILITY INSURANCE

Includes, but not limited to, Independent Vendor, Contractual Liability Premises/Operations, Products/Completed Operations, and Personal Injury. No physical abuse or sexual molestation exclusions allowed.

#### A. Limits

1. Combined Single Limit Per Occurrence \$ 1,000,000
2. Products/Completed Operations Aggregate \$ 2,000,000
3. Personal Injury and Advertising Injury \$ 1,000,000
4. General Aggregate \$ 2,000,000

## 5.5. EXCESS OR UMBRELLA LIABILITY INSURANCE

Excess of the primary coverage required, in paragraphs above. No physical abuse or sexual molestation exclusions allowed.

### A. Limits

1. Each Occurrence \$ 1,000,000
2. General Aggregate \$ 1,000,000

## 9. PRICING PROPOSAL

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Shelter Staff Fee Total	1	Total		
2	Behavioral Health Staff Fee Total	1	Total		
<b>TOTAL</b>					