

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
SANTA ROSA COUNTY, FLORIDA AND
LANDRUMHR WORKFORCE SOLUTIONS**

This First Amendment to the Agreement between Santa Rosa County a political subdivision of the state of Florida (the "County"), and LandrumHR Workforce Solutions executed this 18th day of February, 2022, is made a part of the original Agreement dated May 11, 2021 The "original Agreement", incorporated herein by reference. The County and Contractor hereby agree as follows:

1. **OPTION TO RENEW.** The parties hereby wish to exercise their First option to renew the original Agreement for an additional One (1) year term in accordance with Section 3 of the original Agreement.
2. **EFFECTIVE DATE OF RENEWAL TERM.** The Effective Date of this Amendment shall commence May 11, 2022 and shall terminate no later than May 10, 2023.
3. **COMPENSATION.** Compensation for this renewal term of the Agreement shall:

Stay the same as set forth in Section 4 of the original Agreement ("Compensation") and/or any amendments thereto; or
4. **OTHER PROVISIONS REMAIN IN EFFECT.** Except as specifically modified herein, all terms and conditions of the original Agreement between the parties, dated May 11, 2021 and any amendments thereto, shall remain in full force and effect.
5. **CONFLICTING PROVISIONS.** The terms, statements, requirements, or provisions contained in this Amendment shall prevail and be given superior effect and priority over any conflicting or inconsistent terms, statements, requirements or provisions contained in any other document or attachment.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the day and year first written above.

WITNESS:

Johanna Pohlmann
Signature

BY: James E. Howe
James E. Howe, Corporate Vice President

Johanna Pohlmann
Print Name

ATTEST:



SANTA ROSA COUNTY, FLORIDA

Donald C. Spencer
Donald C. Spencer, Clerk of Court

BY: Robert A. Cole
Robert A. "Bob" Cole, Chairman

AGREEMENT BETWEEN SANTA ROSA COUNTY, FLORIDA
AND LANDRUMHR WORKFORCE SOLUTIONS.
(Federal Funding)

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this 11th day of May, 2021, by and between Santa Rosa County, Florida, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), and LandrumHR Workforce Solutions, Inc., a Corporation organized under the laws of the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is 59-1508876.

RECITALS

WHEREAS, the County is in need of a contractor to provide Temporary Staffing in accordance to RFP 21-017 ("Services"); and

WHEREAS, the County has pursued the professional services selection process contemplated under section 287.055 Florida Statutes ; and

WHEREAS, Santa Rosa County desires to continue Temporary Staffing Services of the Contractor, concerning said services being more fully described in the exhibits attached to this Contract.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

Attachment "A" – Contractor's Scope of Services;
Attachment "B" – Title VI list of pertinent nondiscrimination acts and authorities;
Attachment "C" – Special Conditions – Additional Federal Requirements;
Attachment "D" – Scrutinized Contractors Certificate;

2. Services. The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term and Renewal. The term of this Agreement shall begin when all parties have signed, and shall continue for a period of One (1) year from the date of full execution of this Agreement, subject

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to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 23 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This agreement may be renewed upon mutual written agreement of the parties for a period of up to four (4), One (1) year renewals.

4. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, in accordance to the pricing provided in RFP 21-017.

a. Contractor shall submit an invoice to the County upon completion of event. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.

b. Disbursement. Check one:

There are no reimbursable expenses associated with this Agreement.

c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

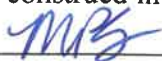


6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "A" attached hereto and incorporated herein, to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
 - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. Termination for Convenience of County. The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Paragraph a(i) and a(ii) above shall be applicable hereunder.
- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and



accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Santa Rosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

9. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, 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.
- c. 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.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall 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 shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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 AT WANDA PITTS (850) 983-1925; wandap@santarosa.fl.gov; 6495 CAROLINE STREET, SUITE C, MILTON, FL 32570.

10. Audit. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:		With a copy to: Santa Rosa County Human Resources Department 6495 Caroline Street, Ste H Milton, FL 32570
If to the Contractor:		LandrumHR Workforce Solutions 6723 Plantation Road Pensacola, FL 32504

12. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

13. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and federal regulations.



14. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. Compliance with Regulations: The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "B".
- b. Nondiscrimination: The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or



- b. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- f. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

16. Procurement of Recovered Materials. Contractor and any subcontractors agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

17. Debarment and Suspension. Contractor as part of the procurement response, Attachment "D" has submitted to the County a certification that Contractor and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. Contractor now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a "covered transaction" under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The Contractor agrees to accomplish this verification by:

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1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

18. Minority/Women's Business Enterprises. Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Information regarding certified M/WBE firms can be obtained from (the following list is not exhaustive):

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities.

19. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

20. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

21. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.



22. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

23. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

24. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

25. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the

entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

26. Special Conditions – Additional Federal Requirements. As some or all of the Services to be provided under this Agreement may be funded with federal funds. Contractor agrees to adhere to the required additional federal requirements set forth in Attachment C and incorporated herein by reference.

27. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement, requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

28. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

29. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

30. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.



IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

WITNESS:

Rennee Edwards
Signature

RENNEE EDWARDS
Print Name

BY: Mandy R. Sacco
Mandy R. Sacco, President

ATTEST



SANTA ROSA COUNTY, FLORIDA

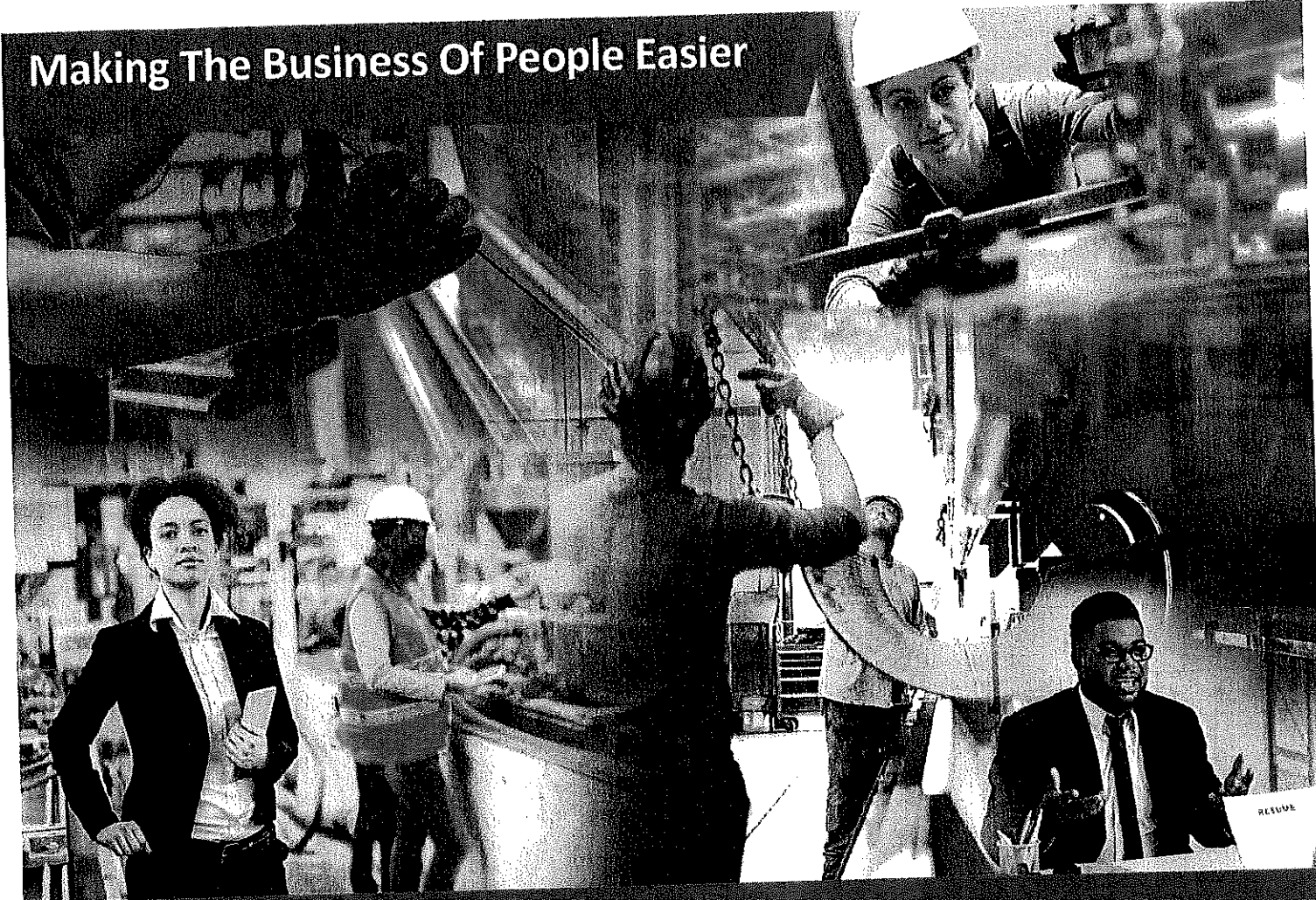
Donald C. Spencer
Donald C. Spencer, Clerk of Courts

BY: David C. Piech
David C. Piech, Chairman

BOCC Approved 5/11/21

Attachment "A"
Contractor's Proposal

Making The Business Of People Easier



Landrum **HR** **50**
YEARS

LandrumHR Workforce Solutions, Inc.
Response to: Santa Rosa County
RFP 21-017 Temporary Staffing Services
March 12, 2021

Original Copy

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RFP 21-017 Temporary Staffing Services

Making The Business Of People Easier.

LandrumHR.com



SECTION 1



LandrumHR
Who We Are

RFP 21-017 Temporary Staffing Services

Making The Business Of People Easier.

LandrumHR.com



Company Overview

LandrumHR was founded in Pensacola in 1973 by H. Britt Landrum, Jr. and is now led by current President and CEO, Britt Landrum III. What began as a two-person operation has grown over the last 50 years to a team of over 150 Human Resources and Staffing professionals across the country with multiple service lines to support our clients' needs.

Our core purpose is to be the best source for people and jobs. The LandrumHR team works diligently every day to uphold our vision of Making the Business of People Easier. We believe in connecting the best candidates with our clients to remove the time-consuming tasks of recruiting and screening hundreds of people to find the right fit.

Our corporate office is located at 6723 Plantation Rd, Pensacola, FL. In 2020, we renovated the adjacent space at 6715 Plantation Road and dedicated it as our Staffing Services location. We have a team of employees in the office every day to welcome and support our candidates, employees and clients. In early 2020, many of our corporate employees moved to remote work which allows flexibility and access to talent across the country that we may not have in our local market. This also provides another level of business continuity in the event we have some sort of catastrophic event in our local community.

Service Lines

LandrumHR Workforce Solutions, Inc.

Staffing - provides temporary staffing services to businesses in Escambia, Santa Rosa, Okaloosa, Walton and South Baldwin counties

Workforce Management – provides staffing and onsite management of temporary employees for large volume customers typically in manufacturing, distribution and logistics

Executive Search – conducts high level searches for executive, professional and management level roles

Landrum Professional Employer Services, Inc.

Professional Employer Organization (PEO) – provides HR solutions to businesses across the country to include, HR, payroll, benefits, risk management

hrQ, Inc.

Consulting – provides a wide range of Human Resources related consulting services to organizations nation-wide to include, HR, Workforce Analytics, Organizational Design, Compensation and Benefits, and much more

Search – provides high level talent searches for businesses looking for their next great employee to fill an HR related role

Interim – provides access to quick, qualified HR talent to fill immediate needs for a specific time frame

Community Investment

LandrumHR is fully invested in the Northwest Florida community and believes that commitment to community is much more than financial support. For us, that means volunteerism, education and setting a good example for others. LandrumHR team members are active participants and leaders in efforts including Junior Achievement, Big Brothers/Big Sisters, Rotary Clubs, Relay for Life, United Way, WSRE-TV, Families First and much more. LandrumHR team members are generous, initiating internal fundraising events and contributing thousands of dollars to support local non-profit and community needs. For several years, LandrumHR has hosted “Breakfast with the Feds” for our business community, featuring a timely report from Federal Reserve officials. LandrumHR has led the way in educating business leaders across the country in many areas such as the Affordable Care Act, Fair Pay law changes, COVID-19 and Payroll Protection Program loans through multiple webinars and training sessions. LandrumHR steps up to the plate whenever there is a need for local businesses to better understand how current issues may affect their organizations.

References:

List a minimum of three (3) references which reflect experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein, within the past five (5) years. Provide scope of work, contact name, addresses, telephone numbers and dates of service. **Failure to provide references as requested may result in rejection of proposal.**

Reference #1

Organization Name: City of Pensacola Telephone #: 850-435-1727

Contact Name: Ted A. Kirchharr E-mail Address: tkirchharr@cityofpensacola.com

Scope of Work Provided: Temporary Staffing - 2011 through Present

Reference #2

Organization Name: Okaloosa Board of County Commissioners Telephone #: 850-689-5874

Contact Name: Edward F. Sisson E-mail Address: esisson@myokaloosa.com

Scope of Work Provided: Temporary Staffing - 2011 through Present

Reference #3

Organization Name: Escambia County School Board Telephone #: 850-469-6203

Contact Name: David C. Romero E-mail Address: dromero@ecsdfl.us

Scope of Work Provided: Temporary Staffing - 2011 through Present

Key Contacts

Mandy R. Sacco, PHR, SHRM-CP, President. Mandy has been in the staffing industry for 17 years within the Northwest Florida area and part of the LandrumHR team for over 13 years. She is responsible for the overall strategic growth and success of LandrumHR Workforce Solutions and its clients. Mandy holds a BA degree in Communications from the University of West Florida along with her Professional in Human Resources and Senior in Human Resource Management certifications. Mandy is also a current member of the Human Capital Advisory Council with the Federal Reserve Bank of Atlanta. MSacco@LandrumHR.com; 850-266-6217

Jim Howe, Vice President, has been with LandrumHR for 3 years. Jim came to LandrumHR with more than 20 years of experience in staffing solutions and recruiting. Jim has extensive experience working with organizations that use larger numbers of contingent workers at a single worksite location or across multiple worksites and/or departments with the expressed intent to improve safety, quality and performance. In addition, Jim has been instrumental in providing relevant market data to his customers as a way to ensure they can leverage access to the best available talent in a market. JHowe@LandrumHR.com; 850-266-6205

Kristy Dolihite, PHR, Branch Manager. Kristy has been with the LandrumHR team for 20 years and in the staffing industry for 22 years. She primarily manages daily operations for Workforce Solutions ensuring exceptional service to both LandrumHR clients and LandrumHR employees. Kristy holds a BS degree in Human Services from Troy University along with her Professional in Human Resources certification. KDolihite@LandrumHR.com; 850-266-6155

Johanna Pohlmann, PHR, SHRM-CP, Client Relations Manager. Johanna has been with LandrumHR for over 20 years. Prior to LandrumHR, Johanna was employed for several years as the Regional Human Resources Manager for a large grocery distributor and also in Training and Recruiting for a major retail brand. Johanna is responsible for client satisfaction, issue resolution and client retention. She has a BA degree from Florida State University. JPohlmann@LandrumHR.com; 850-266-6117

Team of Seven Recruiters who have extensive experience in filling high volume opportunities and also individual, specialized roles. We have a local team that is present and able to meet with clients and candidates when needed.

Anne Bryant, Payroll Team Lead, Anne has worked in the payroll industry for 12 years, in three different industries. She has been a part of the LandrumHR team for 6.5 years. She earned her BS in Business Administration from the University of Memphis, Fogelman College of Business & Economics with a concentration in Management. Anne manages the timekeeping system, client and employee payroll education as well as payroll reporting needs, ensures all worksite employees are paid accurately and timely, as well as keeping ahead of changes under the FLSA and other state and federal agencies. ABryant@LandrumHR.com; 850-266-6253

Amie Remington, General Counsel. Amie has over 20 years of labor law experience and is an integral part of the LandrumHR team. She is available to our staff 24/7 to provide employment law expertise. Amie is also responsible for conducting compliance training for our internal staff. ARemington@LandrumHR.com; 850-266-6247

LandrumHR Quality

LandrumHR assures you that we will serve you with the highest level of integrity in every aspect of staffing, human resources and business practices. LandrumHR is an equal opportunity employer, and, in compliance with all federal and state civil rights laws, employs and promotes the most qualified individuals without regard to race, color, religion, sex, national origin, disability, veteran status or marital status. Our Equal Employment Opportunity Policy is administered in accordance with state and federal policies pertaining to age. Applicants are referred only on the basis of required skills, training, education and experience.

Recruiting and Screening

Our team of Recruiters and HR Assistants are dedicated to finding, interviewing and selecting the right candidates for our clients. We utilize a variety of recruiting methods from traditional, grass-roots recruiting to more advanced, technical ways of reaching large, target audiences. The recruiting team, along with our internal Marketing Department, meet regularly to discuss new, creative ways to build our ever-growing pipeline of candidates.

We partner with many local organizations to help individuals find employment, stay connected with the local trade and tech schools and have a strong foothold with the local military programs to support transitioning military personnel as well as their spouses. Our jobs page on our website continues to be our strongest recruiting tool with word-of-mouth referrals being a close second. Along with these traditional resources for recruiting, we also use digital ads on various social media platforms, job boards, mass texting and emailing, job alerts, geo-fencing targeted ads, and much more.

All candidates that connect with LandrumHR in some way, whether through job fairs, website, referrals, etc. are contacted and connected with one of our HR Assistants. This allows a personal touch to all job seekers regardless if we're able to place them on a job right away or not. Candidates that are selected to move forward in the process are provided an electronic onboarding packet which includes all new hire paperwork such as application, I-9, Background Check Release, W4 and LandrumHR's policies. They are then scheduled to complete a drug screen and interview. Once the candidates have completed the process and have been approved, they go into our candidate pool so we have quick access to candidates readily available when a client calls.

Testing and Training

LandrumHR utilizes Aspiring Minds online assessment tools for our candidates. Candidates, depending on skillset, are asked to take specific skills assessments using our Aspiring Minds software that has over 1500 assessments to choose from. We offer candidates access to the software for tutorials, free of charge, to brush-up on or to learn new skills.

RFP 21-017 Temporary Staffing Services

LandrumHR Difference

LandrumHR will help Santa Rosa County take care of your people so you can take care of the business. As an independent and local business, LandrumHR provides flexibility in meeting your service needs with the ability to make and implement decisions quickly. Due to our extensive experience in staffing, LandrumHR has developed systems and processes to ensure the County receives the highest quality of service.

LandrumHR has the skilled team in place to produce, change or reduce hiring groups with little or no notice at times necessary due to business demands. All applicants and employees in our database can be contacted quickly and efficiently through our mass text and email options.

We live each day by our vision and mission statements. We are here to Make the Business of People Easier and we do that by Working Together to Enrich Lives. Our goal is to find the best possible employees for our clients and to provide meaningful employment to individuals in our community.

LandrumHR Recruited Candidates

Today's unique labor market has created a recruiting and hiring headache. LandrumHR relieves your human resources team of this time-consuming task, allowing them to focus on other demanding responsibilities for the County.

LandrumHR recruited employees placed on assignment at the County are eligible for hire by the County with no roll-over fee after completion of 600 hours worked through LandrumHR. If the County chooses to hire a LandrumHR recruited employee prior to completion of the 600 hours, you may do so using the conversion fee method as shown below.

Direct Hire/Conversion Fees

We do place many temporary employees, but we also have clients who choose a direct hire option. Direct Hire allows the client to start the employee directly on their payroll and forego any probationary time on the LandrumHR payroll. This option is usually selected by the client for mid to higher level positions and allows for employees to be eligible for client benefits at an earlier date. The Direct Hire fee is 20% of the employee's annual salary.

Example: Employee's annual salary is \$50,000 x 20% = \$10,000 direct hire fee paid to LandrumHR on the employee's first day of employment with the County

We do allow for early buy-outs or conversions, for a fee, from the LandrumHR payroll to the client's payroll before the 600 hours has been met. Our conversion fee is a pro-rated amount of 20% of the employee's annual salary.

Example: Employee's annual salary is \$50,000 x 20% = \$10,000. Employee has worked 120 hours of the 600 required leaving a total of 400 hours remaining. Conversion fee would be \$6,668.00.

*This excludes recruited employees by the County. The County can transition those employees onto their payroll at any time.

Employee Guarantee

LandrumHR takes numerous steps to ensure the candidates we source, screen and select to work with our clients are the best fit. However, we understand that unforeseen personality or performance issues may arise. We know how important it is to have a healthy and happy workplace and we want that for both our clients and employees.

Example: Employee A works a total of 80 hours and the County is not satisfied with performance. LandrumHR will replace Employee A with Employee B. Employee B will only have to complete the remaining 520 hours out of the 600 required hours before being eligible to rollover to the County's payroll.

*The above method excludes those employees sent to LandrumHR from the County as part of the County-Recruited bill rate method. If the County wishes to replace the employee who was recruited by the County with a LandrumHR recruited employee, the 600 hour requirement would be followed.

Employees currently on assignment with the County

If LandrumHR is awarded the contract with the County, any employees currently on assignment through LandrumHR at the County will not have any impact towards their time worked. There will be no reset to the hours they have already accumulated.

Time Keeping and Payroll

Employees are able to submit their daily/weekly hours via our electronic, mobile responsive time keeping system. This allows for ease of use and convenience for employees so they don't have to keep track of and submit a paper time sheet. The approval process for clients is just as easy and is completed electronically each week.

Our employees are paid each week for the previous week's hours worked. They can receive their wages either direct deposit to the financial institution of their choice or through a pay card with our partner MoneyNetwork. You would have a direct line to our payroll team lead for any additional questions or reporting you might need regarding your account.

Value- Added Services

Risk Management

LandrumHR's in-house Risk Management team works with our clients to ensure that a safe, healthy and compliant workplace is maintained. As a LandrumHR client, our Loss Prevention Consultant can provide services specific to those temporary positions such as position assessments and workplace accident investigations. Although site specific safety training must be provided by the host employer, we can provide additional general safety awareness education for our staffing employees. These measures reduce the risk to your organization and employees and minimize the loss of production for your company.

Client Training

LandrumHR offers several webinars throughout the year related to employment law and hot topics in the human resources and employment arena. We also offer online training through our learning management tool for our key contacts at the client location.

Employee Benefits

Employee Benefits



LandrumHR employees have access to the following benefits:

- Florida Blue Health Insurance (ACA compliant)
- 401k
- Electronic time sheet entry
- Weekly pay day
- Holiday pay
- Direct deposit or pay card
- Employee of the Month recognition
- Referral Bonus Program
- Employee Assistance Program (EAP)
- Free computer-based tutorials and training

RFP 21-017 Temporary Staffing Services

Making The Business Of People Easier.

LandrumHR.com



LandrumHR Rates

Discounts

Rates in RFP 21-017 Temporary Staffing Services are discounted from the current County rates with LandrumHR.

Bill Rates of employees who remain on the LandrumHR payroll for more than 12 months are given a 1% reduction at the 12-month mark, for that specific employee only.

LandrumHR bill rate includes:

Recruiting

- LandrumHR Website
- Indeed & Facebook & LinkedIn
- Military Support job fairs
- In-person & Virtual hiring events
- UWF career portal
- Flyers
- Mass text and email campaigns
- Yard signs
- Events through sponsorships with Pensacola Ice Flyers & Blue Wahoos

Drug testing

- Pre-employment
- For-cause
- Post-accident
- Random
- Reasonable Suspicion

Background Checks & Verifications

- Criminal record checks
- License & Education checks (where applicable)
- Credit checks (where applicable)
- Motor Vehicle Record checks

Mandated Payroll Costs

- Employees' wages
- Social Security match (FICA)
- Workers' Compensation insurance
- General liability insurance
- Federal Unemployment Tax (FUTA)
- State Unemployment Tax (SUTA)
- Affordable Care Act subsidy (ACA)

Payroll Administration

Unemployment Claims Management

U.S. Immigration and Naturalization I-9 verification and E-verify

FMLA Administration

RFP 21-017 Temporary Staffing Services

2021 Santa Rosa County Rates

LandrumHR Recruited

WC Code	\$11.00	\$12.00	\$13.01	\$14.00	\$15.00	\$15.01	\$17.00	\$17.01	\$20.00	\$20.01	\$29.00	\$29.01	Unable to Provide
5506	X				X		X			X		X	Unable to Provide
7380	X				X		X			X		X	Unable to Provide
7520	47.9				41.7		37.7		35.1	33.3		28.7	
7720	X				X		X		X	X		X	Unable to Provide
8380	X				X		X		X	X		X	Unable to Provide
8810	40.8				34.5		30.6		27.9	26.1		21.5	
8820	40.8				34.5		30.6		27.9	26.1		21.5	
8831	40.9				35.1		32.3		30.1	28.2		24.5	
8868	40.8				34.5		30.6		27.9	26.1		21.5	
9015	48.7				42.4		38.5		35.9	34.1		29.4	
9101	X				X		X		X	X		X	Unable to Provide
9102	46.4				45.4		44.3		43.2	42.3		41.5	
9402	X				X		X		X	X		X	Unable to Provide
9403	X				X		X		X	X		X	Unable to Provide
9410	X				X		X		X	X		X	Unable to Provide

Payroll (PRA) Santa Rosa County

WC Code	\$11.00	\$13.00	\$13.01	\$15.00	\$15.01	\$17.00	\$17.01	\$20.00	\$20.01	\$29.00	\$29.01	Unable to Provide	
5506	X				X		X		X		X	Unable to Provide	
7380	X				X		X		X		X	Unable to Provide	
7520	42.2				38.2		34.9		32.6	31.2		27.1	
7720	X				X		X		X	X		X	Unable to Provide
8380	X				X		X		X	X		X	Unable to Provide
8810	37.8				32.2		28.8		26.4	24.7		20.7	
8820	37.8				32.2		28.8		26.4	24.7		20.7	
8831	38.6				34.5		32.5		29.6	26.5		23.6	
8868	37.8				32.2		28.8		26.4	24.7		20.7	
9015	45.8				40.0		36.8		34.4	32.6		28.6	
9101	X				X		X		X	X		X	Unable to Provide
9102	41.6				40.5		39.4		38.5	37.6		36.7	
9402	X				X		X		X	X		X	Unable to Provide

Exhibit A

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
5506	<p>STREET OR ROAD CONSTRUCTION—PAVING OR REPAVING & DRIVERS</p> <p>Applies to all kinds of paving or repaving, surfacing or resurfacing or scraping, including airport runways or warming aprons. Applies to those engaged in street or road construction involving paving or surfacing new streets or roads or repaving or resurfacing or scraping existing streets or roads. New construction includes all work beginning with the construction of the concrete or crushed stone base on an established grade and carries on through the paving or surfacing of the street or road, regardless of the types of surface, and finishing operations, i.e., trimming of road shoulders, erecting guardrails or fences (whether performed by specialist contractors or others), painting safety lines or center stripes and installing curbs or gutters. Airport construction involving paving runways or warming aprons is also contemplated within the scope of this classification as are asphalt works operated by these street or road contractors at a temporary location set up at their particular job site. Repaving or resurfacing or scraping existing streets or roads includes scraping or cleaning the existing surface and the application of the resurfacing material as well as scraping existing dirt or gravel roads including regreaveling and oiling when undertaken by these repaving or resurfacing contractors. Oil distributors who deliver and spread oil in conjunction with spreading sand or gravel also fall within the scope as do specialist contractors engaged in asphalt laying on top of already constructed highways and the spraying of roads with liquid asphalt. Applies to street or road construction contractors or specialist contractors engaged in asphalt surfacing, application of the initial adhesive bonding material and the surface spreading and rolling of the crushed aggregate in connection with the installation of artificial turf for baseball and football stadiums. This classification additionally applies to employees of highway toll roads who engage in miscellaneous operations incidental to the maintenance of such roads, i.e., paving or repaving; patching road surfaces; spreading oil, tar or gravel; cleaning ditches and sides of roads; hauling and spreading sand for iced roads; plowing and removing snow; setting out pavement markers; cutting grass; and painting guardrails and posts. Assigned to contractors engaged in painting lines or stripes separating traffic lanes on streets, roads or highways. The paint or other material used for these markings is usually applied to the surface of the street, road or highway using a mechanical device, either self-propelled or towed by a truck or other motor vehicle. An asphalt works operation including grinding, pulverizing, or mixing asphalt that is operated by a road paving contractor at a temporary location is additionally assigned to this Code.</p>	Unable to Provide	Unable to Provide

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
7380	<p>DRIVERS, CHAUFFEURS, MESSENGERS, AND THEIR HELPERS NOC—COMMERCIAL</p> <p>Applies to commercial drivers, chauffeurs, messengers, and their helpers provided they are not otherwise classified. The term "drivers" refers to employees who engage in duties on or in connection with vehicles and includes drivers, chauffeurs, messengers, drivers' helpers, garage employees, stable hands, and employees using bicycles in their operations. Chauffeurs assigned to this Code are drivers who are not employed by an employer classified as a public transportation operation but who may transport people. An example of this would be a bus driver employed by a financial institution to transport its employees between various sites at which the financial institution does business. For classification purposes, this driver is assigned to this Code since he/she is a chauffeur for an employer that is not in the business of providing transportation to the public. Applies to messengers or couriers who deliver mail, parcels, or packages by driving or bicycling. This Code generally is applicable to the driving of vehicles and/or the transportation of goods owned by an employer.</p>	Unable to Provide	Provide
7520	<p>WATERWORKS OPERATION & DRIVERS</p> <p>Includes store employees, meter readers. Applies to the operations of water plants, whether they are operated by a municipal board or commission or a private company. Sources of water for the plant include but are not limited to rivers, streams, deep water wells, underwater springs, dams or reservoirs. The water is pumped and piped to the filtration plant where it is filtered through sand beds. The water is then treated with chlorine or other purifying chemicals. In some cases sodium fluoride is added. Water samples are taken and tested periodically. The water is then pumped to large elevated stand pipes for distribution through the system. When performed by employees of the water plant and specifically related to water plant operations, the installation, repair, and maintenance of water mains, water pipes, taps, meters, and fire plugs are included in this Code. When these operations are performed by employers that do not operate a water plant, the appropriate installation, repair, or maintenance code that describes the employer's particular operation is applied to same.</p>	28.7% - 47.9%	27.1% - 42.2%
7720	<p>POLICE OFFICERS & DRIVERS</p> <p>Applies to police department employees of municipalities, townships, counties or states. This classification would apply to all employees of a police department except clerical office employees. Applies to volunteer or auxiliary police officers, correction department employees, highway patrols, probation officers, parking</p>	Unable to Provide	Provide

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
	<p>meter readers, national guard persons, penitentiary employees, sheriffs and jail employees, etc. Assigned to private security services, protective or patrol corps, protective agencies, airport security screening employees, armored car service companies, guards, and messengers employed by a contracting agency engaged in providing such services for banks, forest rangers, game and fish wardens, hunting and fishing guides, and businesses engaged in providing watch guard services for others. This classification is assigned to inspectors for Departments of Motor Transportation and inspectors at permanent truck weighing stations. All employees of private security services would be assigned to this Code except those clerical office employees. Private security services may include crowd management at athletic events, conventions and concerts. Employees of a private security agency whose assigned duties are those of a store detective or hotel detective would be assigned to this Code. There is no distinction made as to whether these employees are armed or unarmed, or whether or not they have the official authority or power to arrest. It should be noted that in some states there is a separate classification applicable to private security guard services and private detective or patrol agencies. Specialty contractors providing flagging services or pilot car services at construction sites for purposes of traffic control and safety are classified to this Code. When employees of the construction contractor perform these services, the appropriate construction classification applies.</p>		
8380	<p>AUTOMOBILE—SERVICE OR REPAIR CENTER & DRIVERS</p> <p>Applies to employers operating service stations and gasoline stations that perform service or repair work on automobiles, vans, trucks, and motorcycles. The classification includes minor repair and service work such as engine tune-ups; simple electrical lighting; starter and generator repairs; sales, installation, and service of storage batteries; tire mounting, balancing, and alignments; lubrications; oil changes; gasoline dispensing; car washing; glass installation; undercoating; and work on engines, transmissions, radiators, and ignition systems. This Code includes major mechanical repair work such as engine or transmission overhauls, valve work, extensive or complex ignition and electrical systems repair, etc. Specialist shops such as those performing installation, service or repair of brakes, mufflers and air conditioners in automobiles, vans and light trucks, as well as new car clean-up and detail shops are included in this Code. Applies to employers that operate new and/or used automobile, van, truck, motorcycle, or golf cart sales or service agencies. These employers will usually operate repair shops and replacement parts departments. As this classification includes drivers, employees who drive vehicles purchased from factories to their employer's agencies are classified to this Code. Employees (usually referred to as service writers) who greet customers</p>	Unable to Provide	

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
	<p>for the purpose of discussing problems associated with the customer's vehicle are additionally classified to this Code. These service writers will often conduct a cursory inspection of the customer's vehicle and provide an estimate for the anticipated repair work. These employees may also enter the shop area to determine the status of repair work on a customer's vehicle. Diesel engine service franchises where the majority of work is performed on diesel engines for trucks, but not power equipment such as Caterpillars, graders, power shovels or cranes, are additionally assigned to this Code.</p>		
8810	<p>CLERICAL OFFICE EMPLOYEES NOC</p> <p>The duties of a clerical office employee include creation or maintenance of financial or other employer records, handling correspondence, computer composition, technical drafting, and telephone duties, including sales by phone. The clerical office classification continues to apply to a qualified clerical office employee who performs a duty outside of a qualified clerical office area when that duty does not involve direct supervision or physical labor and is directly related to that employee's duties in the office. These duties do not exclude depositing funds at the bank, purchasing office supplies, and pickup or delivery of mail, provided they are incidental and directly related to that employee's duties in the office. A clerical office is a work area separated and distinguishable from all other work areas and hazards of the employer by floors, walls, partitions, counters, or other physical barriers.</p>	21.5% - 40.8%	20.7% - 37.8%
8820	<p>ATTORNEY—ALL EMPLOYEES & CLERICAL, MESSENGERS, DRIVERS.</p> <p>All-inclusive as respects employees of attorneys or law offices. The employee exposure is principally inside office work; however, the scope includes outside exposure of trial attorneys and attorneys, paralegals and other employees involved in investigative work. This Code would also apply to any employees of attorneys or law firms performing cleaning or maintenance service in or about the premises used for professional purposes. In addition, insureds engaged in the business of providing court reporters who take depositions in law offices or other comparable locations and record legal proceedings have been assigned to this Code.</p>	21.5% - 40.8%	20.7% - 37.8%
8831	<p>HOSPITAL—VETERINARY & DRIVERS</p> <p>Assigned to veterinarians conducting private practices in the care of animals. The classification applies to professional employees as well as nonprofessionals and the phraseology specifically includes drivers. Veterinary employees who greet clients and their animals and have exposure to harm from this encounter such as being bitten, scratched or otherwise injured by these animals are not considered clerical employees</p>	24.5% - 40.9	23.6% - 38.6%

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
	<p>and are assigned to this Code. This Code is applicable to insureds in the business of poultry sexing as it is felt that poultry sexers are not in the business of operating a poultry farm but have duties more analogous to those of a veterinary. Animal control officers are additionally assigned to this Code since their primary exposure is to animals. These officers are generally employed by government agencies. They are exposed to the hazards of animal bites, scratches and other injuries as well as disease carried by animals they encounter. These exposures are similar to those of veterinary and animal hospital employees.</p>		
8868	<p>COLLEGE OR SCHOOL — PROFESSIONAL EMPLOYEES & CLERICAL</p> <p>Applies to professional employees of academic, trade or vocational institutions of learning. The classification includes professors, administrators, teachers, guidance counselors, social workers, therapists, nurses, athletic coaches and clerical employees. Employees who assist these professional employees by performing similar or related duties to those in which these professionals engage are additionally assigned to this Code. It is recognized that these assistants may not be considered "professional" to the extent that they may be unlicensed or not have the necessary academic credentials. Nevertheless, we consider these employees to be professional for classification purposes as their exposure is similar to those they are assisting. Examples of this type of employee include, but are not limited to, teacher's or nurse's aides or assistant athletic coaches. Clerical employees who work in offices at separate locations away from a school campus or religious organization building are classified to this Code, as this code includes clerical operations. Professional employees of agricultural schools who, as a part of their teaching activities, demonstrate various planting techniques on farms operated by such schools, are also contemplated under this classification provided the farms are not operated as commercial enterprises. The incidental sale of a minor amount of surplus produce would not preclude the assignment of this Code for professional farm employees.</p>	21.5% - 40.8%	20.7% - 37.8%
9015	<p>BUILDING OR PROPERTY MANAGEMENT — ALL OTHER EMPLOYEES</p> <p>Applies to owners, lessee, or real estate management firms that operate office, apartment, tenement, mercantile, or industrial buildings. It encompasses all superintendents, custodial operations, and maintenance operations conducted by an owner or lessee of a building except those performed by an employer occupying the entire or a major portion of the building for manufacturing, mercantile, or other commercial purposes. Camp operations included in this Code provide overnight accommodations and offer a wide range of activities such as swimming, boating, archery, fishing, hiking, and arts and crafts; sports</p>	29.4% - 48.7%	28.6% - 45.8%

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
	<p>such as tennis and softball; and other traditional camping activities. These camps may employ counselors, cooks, grounds and maintenance personnel, nurses, housekeepers, guards, and lifeguards. Due to the varied nature of activities that take place in these camps, no one classification describes their operations.</p>		
9101	<p>COLLEGE—ALL OTHER EMPLOYEES</p> <p>Applies to all employees other than professional employees of academic, trade or vocational institutions of learning. This Code includes employees engaged in the care, custody and maintenance of college or school buildings, grounds and equipment. This would include dormitories, mess halls and recreational facilities maintained and operated by these institutions. Security personnel employed by schools are additionally classified to this Code. These employees' duties generally include, but are not limited to, the patrolling and monitoring of both exterior and interior school areas and the manning of school security check-in points where students may be physically or electronically searched for weapons or other contraband. Employees (other than professional employees) who work in hospitals or clinics operated by universities primarily for the purpose of training medical students are contemplated within the scope of this Code, provided the patients being treated are primarily charity patients, with only a minor number of patients being billed for services rendered. A bookstore operated by a school on the school campus is not considered a separate commercial enterprise for purposes of this interpretation. Professionals employed by this operation are classified to Code 8868 and nonprofessionals are classified to this Code. Nonprofessional employees of agricultural schools that operate farms also are contemplated within this classification provided the farms are not operated as commercial enterprises. The incidental sale of a minor amount of surplus produce would not preclude the assignment of this Code for nonprofessional farm employees. Nonprofessional employees at day nurseries, seminaries, military schools, veterinary schools and driver training schools are appropriately assigned to this Code. Applies to all employees, other than professional employees, of religious organizations of all sects. This Code includes employees of religious organizations who engage in the care, custody and maintenance of buildings, grounds and equipment. This classification does not contemplate employees such as cooks, maids or housekeepers engaged solely in domestic duties in living quarters of religious organization staff. These employees are assigned to the appropriate per capita classification provided their duties do not extend further than the residences of religious organization staff. This Code is additionally assigned to "chapels" of a secular (nonreligious) nature that are engaged in the business of performing marriage ceremonies. This Code also is applied to all employees, other than professional employees, of public libraries or museums belonging to any municipality, village, town, county,</p>	Unable to Provide	Unable to Provide

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
9102	<p>city or state. This Code includes employees of these institutions who engage in the care, custody and maintenance of public library or museum buildings, grounds and equipment. Insureds engaged in the business of fossil recovery from stratified materials using small air engravers, hand-held sand blasters, circular rock saws and related equipment to recover artifacts for archaeologists are classified by analogy to this Code.</p> <p>PARK NOC—ALL EMPLOYEES & DRIVERS</p> <p>This Code is applied to all employees engaged in the operation of public parks, which may be owned or operated by administrative agencies of federal, state, county, or municipal governments or civic organizations such as Rotary Clubs, Kiwanis Clubs, Chambers of Commerce, and Police Benevolent Associations. Operations in this Code include the care, custody, and maintenance of all buildings within the parks such as administrative buildings, rest houses, pavilions, stables, and equipment storage buildings; maintenance of park grounds, trees, shrubs, and flowers; and maintenance of baseball diamonds, tennis courts, swimming pools, and zoos.</p>	41.5% - 46.4%	36.7% - 41.6%
9402	<p>STREET CLEANING & DRIVERS</p> <p>Applies to specialist contractors or municipal employees engaged in street cleaning. The cleaning may be performed by either manual or mechanical means such as the use of mechanical sweepers. Some sweepers direct a spray onto the street surfaces and rotary brooms sweep dirt and other debris into storage bins. Filled bins are then disposed of at commercial dumps. Streets may also be cleaned by water sprinkling trucks. The water carries the dirt to the curb and the water and dirt drain into sewers. Spray cleaning of the interior walls of tunnels is considered analogous to street cleaning and is assigned to this Code. The clearing of snow from public or private parking lots, streets or roads is assigned to this Code. This includes employees of toll roads who have been hired specifically to perform snow removal operations. This Code contemplates routine beach or shoreline cleaning as well as beach or shoreline cleaning made necessary due to oil spills. This includes the onshore cleaning of rocks with hot water under pressure alongside banks or shores of waterways where oil spills have reached land. The power sweeping of parking lots is assigned by analogy to this Code. Outdoor spraying operations for mosquito or other insect control that do not take place at farms or irrigation systems are additionally classified to this Code. The operations involve filling an insecticide into trucks equipped with special spray equipment that dispenses the insecticide. This Code also is applied to specialist contractors or municipal employees engaged in cleaning mainline sewers and storm</p>	Unable to Provide	

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
	<p>sewers where material and other refuse from the street is likely to accumulate. Street mains, which are usually large, require the use of heavy nonportable equipment that forces the waste material along the sewer line from manhole to manhole until the line is clear. The waste material is removed by hand using buckets or by using suction devices that pump the waste into a collection tank on a truck. Some sewer cleaning insureds also perform sewer inspection and crack sealing operations using a remote control method by which a grouting unit is fed into a sewer pipe and positioned at the point of seepage after the cracks first have been located by means of a closed circuit television inspection camera. The grouting unit's expandable diaphragm is then inflated to seal off the crack. These inspection and sealing operations properly fall within the scope of this Code. Specialists engaged in cleaning cesspools or septic tanks utilizing vacuum pump trucks as well as specialists who rent, deliver, install and service portable toilets are also assigned to this Code. Risks that are in the business of operating tank trucks equipped with pumps that are used to pick up waste oil and water at sites other than oil well sites are classified to this Code. These risks can be referred to as vacuum truck operators. This Code is applicable to the described risks provided they do not engage in any other activities such as recycling of the waste material but merely transport same to another business entity that will dispose of the waste material.</p>		
9403	<p>GARBAGE, ASHES OR REFUSE COLLECTION & DRIVERS.</p> <p>Applies to employers that perform public or private collection of garbage, ashes, or refuse and the transporting of same to waste reduction or incinerator plants, rendering or fertilizer plants or dumps. There is no distinction as to the types of garbage or refuse collected, i.e., solid or liquid, commercial, industrial or residential. Also, no distinction is made as to the methods used to collect the garbage or refuse. Some employers empty cans or drums manually or toss filled plastic trash bags into trucks. Others operate mechanical equipment to lift containerized waste and dump the waste into trucks, or entire containers may be loaded onto truck chassis and empty containers are left for refilling. Drivers who remove residue from reduction or incinerator plants are also assigned to this Code. Additionally, manure dealers who purchase and collect their product from stockyards, dairy farms, and other type animal farms and subsequently sell it as fertilizer are assigned by analogy to this Code. Employers that collect and haul shredded documents from office locations to a disposal site are also assigned to this Code by analogy.</p>	Unable to Provide	

Workers' Comp Code	Job Description	Recruited Mark-Up Rate	Payroll Mark-Up Rate
9410	<p>MUNICIPAL, TOWNSHIP, COUNTY OR STATE EMPLOYEE NOC</p> <p>Includes employees engaged in laboratory work, inspectors for the Board of Health, electrical inspectors, building inspectors and similar governmental operations. Applies to governmental occupations described in the phraseology note as well as tax assessors, property appraisers, tax collectors, toll collectors, directors of public works not in direct charge of work and welfare workers.</p>	Unable to Provide	

Addendums



**SANTA ROSA COUNTY
PROCUREMENT DEPARTMENT**

6495 Caroline Street, Suite L | Millton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

ADDENDUM FORM

SRC Procurement Form ADM_029_00_082819

To: Planholders
From: Procurement Office
Date: March 1, 2021
Ref: Addendum #1 for RFP 21-017 Temporary Staffing Services

The following clarifications, amendments, additions, deletions, revisions and modifications form a part of the contract documents and change the original documents in the manner and to the extent stated.

SPECIFIC QUESTIONS AND ANSWERS:

1. What is the annual spend for the clerical and professional job openings? Approximately \$200,000 for clerical/professional job openings
2. Does the staffing agency need to bid all positions or only the positions that they specialize in servicing? Only the positions they specialize in services as indicated in Technical Specifications, A. a. in the RFP document.
3. Do all positions require fingerprinting? No positions require fingerprinting.
4. Who is the incumbent agency servicing Santa Rosa County? Santa Rosa currently utilizes Landrum Staffing.
5. What is the current markup percentage per job classification? No consistent markup

This Addendum is furnished to all known prospective Proposers. **Please sign and include one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same.**

NAME/TITLE: Mandy R. Sacco/President SIGNATURE: *Mandy R Sacco*
COMPANY: LandrumHR Workforce Solutions, Inc. DATE: 3-11-21

End of ADDENDUM # 1.



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

ADDENDUM FORM

SRC Procurement Form ADM_029_00_082819

To: Planholders
From: Procurement Office
Date: March 2, 2021
Ref: Addendum #2 for RFP 21-017 Temporary Staffing Services

The following clarifications, amendments, additions, deletions, revisions and modifications form a part of the contract documents and change the original documents in the manner and to the extent stated.

SPECIFIC QUESTIONS AND ANSWERS:

1. Does this RFP follow SCA guidelines and EO13706 as well for sick leave and Federal Holidays? Not as of right now. If we did in the future, we would address it at that time.
2. Is the required drug testing to be 5-panel or 10-panel? 10-panel for regular positions; DOT 5-panel for positions requiring a commercial driver license.
3. For the criminal background screening, is a 7-yr National adequate? If not, which items are specifically required in the background screening? 7 year is fine.
4. Do all candidates need to have Motor Vehicle Verification, even if not driving a motor vehicle while on assignment? Yes
5. What are the payment terms? I would think this would be up to the vendor. However, I think net 30 is a reasonable timeframe.
6. Is Tabulation also required when binding the RFP proposal? It is not required. It is the preference of the product provided by the submitting vendor.

This Addendum is furnished to all known prospective Proposers. **Please sign and include one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same.**

NAME/TITLE: Mandy R. Sacco

SIGNATURE: *Mandy R. Sacco*

COMPANY: LandrumHR Workforce Solutions, Inc.

DATE: 3-11-21

End of ADDENDUM # 1.



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

ADDENDUM FORM

SRC Procurement Form ADM_029_00_082819

To: Planholders
From: Procurement Office
Date: March 4, 2021
Ref: Addendum #3 for RFP 21-017 Temporary Staffing Services

The following clarifications, amendments, additions, deletions, revisions and modifications form a part of the contract documents and change the original documents in the manner and to the extent stated.

SPECIFIC QUESTIONS AND ANSWERS:

1. Can you please provide a list of departments that fall under the Santa Rosa County Board of County Commissioners that this bid would be subject to? Please see list below:

County Commissions
Office of Management & Budget
County Administrator
Information Technology
Grants
Procurement
Economic Development
County Engineer
Road & Bridge
Facilities Management
Solid Waste
Environmental
Mosquito Control
Animal Services
Parks
Public Information Office
Code Enforcement
Building Inspection
Veterans Service
Community Planning, Zoning & Development
Community Housing Program
Emergency Management
Emergency Communication
E-911 Program
Human Resources



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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Tourist Development
Law Library
Court Facility
Domestic Violence Grant
Santa Rosa County Library System
Blackwater Soil Conservation
Co-Op Extension
Navarre Beach (Water/Sewer)
Navarre Beach (Other)
Self-Insurance/Risk Management

The following constitutional officers may want to piggyback off of this contract with corresponding workers compensation code:

Clerk of Court
Property Appraiser
Tax Collector
Supervisor of Elections
Sheriff's Office

This Addendum is furnished to all known prospective Proposers. **Please sign and include one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same.**

NAME/TITLE: Mandy R. Sacco/President SIGNATURE: *Mandy R. Sacco*
COMPANY: LandrumHR Workforce Solutions, Inc. DATE: 3-11-21

End of ADDENDUM # 3



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

ADDENDUM FORM

SRC Procurement Form ADM_029_00_082819

To: Planholders
From: Procurement Office
Date: March 8, 2021
Ref: Addendum #5 for RFP 21-017 Temporary Staffing Services

The following clarifications, amendments, additions, deletions, revisions and modifications form a part of the contract documents and change the original documents in the manner and to the extent stated.

SPECIFIC QUESTIONS AND ANSWERS:

1. Does E-Verify have to be used if all i9's are verified through the SSA website directly?
The organization is required to use E-Verify
2. Do the garbage trucks use hoppers? We do not operate garbage trucks
3. Are all positions governed by the Davis Bacon Act? If not which positions are and will certified payroll be required? Davis Bacon will only apply to those laborers and mechanics that the County would bring onboard for purposes of performing federally funded or assisted construction, alteration, or repair (including painting and decorating) of public buildings or public works.
4. On the draft contract #2 under Services, it states "Contractor agrees to perform the following services, provide employees meals during a disaster event". That appears to be a hold over from the last federal contract done by the County. That will be deleted and replaced with the actual statement of services to be provided under a contract at time of awarding the contract.
5. On the draft contract #4 under compensation, it states "The Contractor agrees to provide the Services to the County, including material and labor, in a total amount of dollars." What materials would need to be provided and how would we determine that cost of labor upfront if it is a yearly nonexclusive agreement. In the final version of the Contract once proposals are received, the County can revise the compensation section, which is part of the standard section, to reflect how payment for services would occur. No materials would be provided under the services.
6. Are nicotine tests required? No



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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This Addendum is furnished to all known prospective Proposers. **Please sign and include one copy of this Addendum, with original signature, with your proposal as an acknowledgement of your having received same.**

NAME/TITLE: Mandy R. Sacco, President SIGNATURE: *Mandy R Sacco*
COMPANY: LandrumHR Workforce Solutions, Inc. DATE: 3-11-21

End of ADDENDUM # 5.

Santa Rosa County
Bid Packet Documents

PROPOSAL REQUIREMENTS

Purpose:

Santa Rosa County Board of County Commissioners ("County") is seeking temporary employment agencies ("Agency/ Agencies") to provide temporary employees on an as-needed basis. The County intends on selecting one or more agencies to provide non-exclusive temporary employment services.

Background:

Temporary employment agencies are used primarily to fill temporary vacancies due to turnover and extended absences, and sometimes to augment current staffing during times of heavy workload. Outsourcing staffing allows for quick assistance and helps to reduce costs compared to regular budgeted positions with benefits. Over the past three fiscal years, our expenses for temporary employment services has grown from \$372,107 in FY18 to \$403,189 in FY20. Since these services are obtained on an as-needed basis and there may be multiple contracts awarded, there is no guarantee of work.

Scope of Work:

- A. **Job Descriptions:** Job description(s) are based on established Florida workers' compensation codes based on types of work performed (included as Exhibit A).
 - a. Should the County require temporary labor for a job description outside of those listed herein, the County will contact the selected agencies to negotiate a competitive price.
- B. **Wages/Benefits/Insurance:** The Agency will be responsible for all employer requirements (including, but not limited to, paying wages and withholding/reporting payroll and other taxes) for temporary employees placed by the Agency. In addition, the Agency will be responsible for all benefit obligations, reports and deductions (including, but not limited to, Workers' Compensation, Fair Labor Standards Act, Family & Medical Leave Act and the Affordable Care Act) for temporary employees placed by the Agency. The County's sole monetary responsibility will be to pay the Agency the agreed hourly rate and agreed to fees.
- C. **Certification(s) of Compliance:** The Agency shall be responsible for full compliance with any and all federal, state and local laws relating to the employment of persons including, but not limited to, the Fair Labor Standards Act, the Family & Medical Leave Act, the Affordable Care Act, Workers' Compensation, the Civil Rights Act (1964/91), Americans with Disabilities Act, Age Discrimination in Employment Act, and pertinent guidelines of the Federal Equal Employment Opportunity Commission.
- D. The Agency must certify by providing documentation to the County that all temporary employees furnished have satisfactorily met and complied with the following criteria:
 - a. Acceptable Fingerprints/Criminal History Background Check by the Florida Department of Law Enforcement (FDLE). If not a Florida resident for at least five (5) years, acceptable criminal history background from additional state(s) of residency for the previous five (5) years.

- b. Motor Vehicle Verification (Florida or appropriate state of driver license) - Cannot have:
 - a) three (3) or more moving violations or two (2) or more at-fault accidents within the past three (3) years; b) reckless driving within the past three (3) years; c) or DUI within the past five (5) years; and d) more than one (1) at-fault accident within the past 12 months.
 - c. Completed education/license verification.
 - d. Drug Screening Test - Negative for controlled or illegal substances.
 - e. Completed I-9 Form and E-Verify check.
- E. **Work Environment:** The County will provide safety/personal protective equipment. Work clothing will be the responsibility of the temporary employee.
- F. **Payment:** Payment of invoices will be made in accordance with the normal County payment schedule and process. Invoices shall contain at a minimum the employee's name, timesheet showing actual hours worked, pay rate for employee and mark-up rate charged by the Agency.
- G. **Selection:** Selection among the various Agencies with which the County has a contract with will be based on cost to the County for temporary employee services, the types of jobs that can be covered/offered, previous experience of placing quality temporary employees and other articulable criteria as defined by the County.

Technical Specifications:

By responding to the RFP, each Agency certifies that it satisfies the following criteria and will be responsible for meeting all specifications as outlined herein. Failure to comply with these requirements or supply this information, if requested, may be cause for proposal disqualification, rejection and/or award cancellation.

- A. Provide a mark-up rate for recruitment and payroll service for each applicable workers' compensation code listed in Exhibit A that is inclusive of charges for criminal history checks, motor vehicle checks, drug screen testing, I-9/E-Verify checks and Affordable Care Act compliance.
 - a. It is understood that Agencies may not be able to provide all positions listed. If an Agency is unable to provide a position, they should enter "Unable to Provide" in the rate column for the workers' compensation code listed.
 - b. If mark-up rates can be discounted, provide the criteria and the discounted rates (e.g., multiple temporary employee placements, hourly rate paid to temporary employee, long-term placements, etc.).
 - c. If unable to provide criminal history checks, motor vehicle checks, drug screen testing, I-9/E-Verify checks and Affordable Care Act compliance cost(s) in the mark-up rate, provide an itemized cost for each item separately.

- B. Provide a list of office(s) and contact information of Agency representative(s) who will supervise our accounts and will be available, upon request, to support our temporary employment needs and resolve billing and/or delivery problems.
- C. Provide a list of training and testing services offered to temporary agency employees to improve existing skills of current employees and/or to measure skills of potential new hires which include:
 - a. Training services teach proficient use of basic functions and current skills brush-up;
 - b. Testing services measure, at a minimum, speed, accuracy and proficiency.
- D. Provide a service guarantee on all temporary employees placed with the County if work is deemed unsatisfactory and the timeline needed to find a replacement.
- E. Provide the direct placement/conversion fee and the number of days/weeks the direct placement/conversion fee would be enforced (i.e., when can a temporary employee be hired into a regular position with the County without a direct placement/conversion fee).
- F. Provide a description of how employees already placed with the County under current contract will be affected if a new contract is awarded (e.g., how will the employees' time gained toward benefits be affected with the Agency; will the direct placement/conversion fee timeframe restart, etc.).
- G. Provide a minimum of three (3) private or public clients to which the Agency has provided these services within the past five (5) years for similar work.
- H. Provide added value services offered by the Agency that are provided at no cost to the County as a customer.

Evaluation Criteria:

Evaluation of proposals shall be based on the evaluation factors set forth below and any other relevant information obtained through the evaluation process.

- A. Price - Mark-Up and Direct Placement/Conversion Fee (20 Points Maximum);
- B. Discounts Offered (15 Points Maximum);
- C. Positions Provided (30 Points Maximum);
- D. Location of Office - Within 75-mile radius (10 Points Maximum);
- E. Training Services (5 Points Maximum);
- F. References (5 Points Maximum); and
- G. Value Added Services (15 Points Maximum).

Length of Contract, Renewals and Price Escalation:

The intent of this RFP is to establish a contract for a period of one (1) year from the date of award, during which time, the successful Agencies shall guarantee fixed pricing specified in the RFP.

As employment law changes are almost impossible to predict long-term, the County reserves the right to renew any or all price, terms, conditions and specifications of the contract, for up to four (4) additional one (1) year period(s), upon mutual agreement by both the County and awarded Agency. All renewals must be submitted in writing.

After the initial contract term the County may consider pricing increases if the following conditions occur: a) There is a verifiable price increase to the Agency (e.g., changes in federal employment laws); b) The Agency submits to the Procurement Department, in writing, notification of price increases; and c) The Agency submits the above information to the Procurement Department within sixty (60) calendar days prior to the effective date of the price increase.

When the Agency complies with the abovementioned conditions, the Procurement Department will review the information to determine if it is in the best interest of the County to adjust the pricing, in conjunction with the Agency's effective date of price increase. The County reserves the right to deny any requests for price increases. The awarded Agency shall receive confirmation in writing of the approval or denial of a price increase. Price increases are not allowed in the initial contract term.

The Agency must receive notification from the Procurement Department that the County is in acceptance of the new prices before processing any orders with the new cost.



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

BID SUBMISSION CHECKLIST

Respondent Name: LandrumHR Workforce Solutions, Inc.
RFP 21-017 Temporary Staffing Services

- Sealed Bid Package with Bid Name and Number, Firm name and Address with Contact information clearly marked on the outside of envelope/box.
- 1 Original Bid Package and 5 Copies and 1 Electronic Copy in .pdf on a CD or USB Drive
- Bid Submittal Checklist attached to top of Original Bid Package
- Cone of Silence
- Sworn Statement Public Entity Crimes
- Debarment Form
- Conflict of Interest Form
- Copy of current Required Insurance declaration page with Santa Rosa County named interest, or, Letter of Insurability from Carrier stating that the levels of coverage will be obtained.
- Proof of State of Florida business certification
- Proof of System for Award Management (SAM) registration
- Scrutinized Companies Certification
- Prohibition to Lobbying

All required documentation submitted must be updated with most current and complete information from date of bid opening) including notarizations where required. Failure to submit all required forms may result in your submittal being deemed non-responsive. **ATTACH THIS PAGE TO THE TOP OF YOUR BID SUBMISSION**

Firm: LandrumHR Workforce Solutions, Inc.

By: Mandy R. Sacco

Signature: Mandy R. Sacco (Print)

Title: President

Date: 3-11-21



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

CONE OF SILENCE FORM

SRC Procurement Form COS 013_01_091619

The Board of County Commissioners have established a solicitation silence policy (Cone of Silence) that prohibits oral and written communication regarding all formal solicitations for goods and services (ITB, RFP, ITQ, ITN, and RFQ) or other competitive solicitation between the bidder (or its agents or representatives) or other entity with the potential for a financial interest in the award (or their respective agents or representatives) regarding such competitive solicitation, and any County Commissioner or County employee, selection committee member or other persons authorized to act on behalf of the Board including the County's Architect, Engineer or their sub-consultants, or anyone designated to provide a recommendation to award a particular contract, other than the Procurement Department Staff.

The period commences from the time of advertisement until contract award.

Any information thought to affect the committee or staff recommendation submitted after bids are due, should be directed to the Procurement Officer or an appointed representative. It shall be the Procurement Officers decision whether to consider this information in the decision process.

Any violation of this policy shall be grounds to disqualify the respondent from consideration during the selection process.

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

I, Mandy R. Sacco representing LandrumHR Workforce Solutions, Inc.

(Print)

(Company)

On this 11 day of March 2020 hereby agree to abide by the County's "Cone of Silence" clause and understand violation of this policy shall result in disqualification of my proposal/submittal.

Mandy R Sacco
(Signature)



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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SWORN STATEMENT UNDER SETION 287.133 (3) (A) FLORIDA STATUTE ON PUBLIC ENTITY CRIMES

SRC Procurement Form SSPEC 016 01 091619

*THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER
AUTHORIZED TO ADMINISTER OATHS.*

1. This sworn statement is submitted with Bid, Proposal or Contract for: _____
Santa Rosa County Board of County Commissioners
2. This sworn statement is submitted by, LandrumHR Workforce Solutions, Inc., whose business address is, 6723 Plantation Road, Pensacola, FL 32504, and (if applicable) Federal Employer Identification Number (FEIN) is 59-1508876 (if the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement).
3. My name is Mandy R. Sacco and my relationship to the entity named above is President (title).
4. I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g) Florida Statute, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States including, but not limited to , any bid or contract for goods or services to be provided to any public entity or any agency or public subdivision of any other state or of the United States and involved antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.
5. I understand that "convicted" or "convicted" as defined in paragraph 287.133 (1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287 .133 (1) (a), Florida Statutes, means:
 - a. A predecessor or successor of a person convicted of a public entity crime; or
 - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under an length agreement, shall be a prima facie case that one person controls another person. A person who knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.
7. I understand that a "person" as defined in paragraph 287 .133 (1) (e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

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8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

- Neither the entity submitting this sworn statement, nor any officers, directors, executive, partners, shareholders, employees, member, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989 And (please attach a copy of the final order)
- The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order)
- The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the department of General Services)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM

Mandy R. Sacco

Name

Mandy R. Sacco
Signature

3-11-21

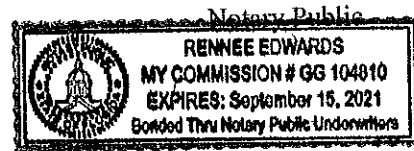
Date

PERSONALLY APPEARED BEFORE ME, the undersigned authority/who, after first being sworn by me, affixed his/her signature at the space provided above on this day of March 11, 2021 and is personally known to me, or has provided _____ as identification.

STATE OF FLORIDA

COUNTY OF: Columbia

My Commission expires: 15 Sept 2021





SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

DEBARMENT FORM

SRC Procurement Form Debar 022_00_082719

Certification Regarding Debarment, Suspension, And Other Responsibility Matters

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name: Mandy R. Sacco Title: President

Signature: *Mandy R. Sacco*

Firm: LandrumHR Workforce Solutions, Inc.

Street Address: 6723 Plantation Road

City: Pensacola

State: FL Zip Code: 32504

Solicitation Name Temporary Staffing Services # XX-XXX 21-017



SANTA ROSA COUNTY PROCUREMENT DEPARTMENT

6495 Caroline Street, Suite L | Milton, Florida 32570 850-983-1870 procurement@santarosa.fl.gov

CONFLICT OF INTEREST DISCLOSURE FORM

SRC Procurement Form COS 027_00_091319

For purposes of determining any possible conflict of interest, all respondents, must disclose if any Santa Rosa Board of County Commissioner, employee(s), elected officials(s), or if any of its agencies is also an owner, corporate officer, agency, employee, etc., of their business.

Indicate either "yes" (a county employee, elected official, or agency is also associated with your business), or "no". If yes, give person(s) name(s) and position(s) with your business.

Yes: _____ No: X

Name(s)	Position(s)
_____	_____
_____	_____
_____	_____
_____	_____

All respondents must agree to comply with this policy by signing the following statement and including it with their submittal.

FIRM NAME: LandrumHR Workforce Solutions, Inc.

BY (PRINTED): Mandy R. Sacco

BY (SIGNATURE): *Mandy R. Sacco*

TITLE: President

ADDRESS: 6723 Plantation Road, Pensacola, FL State FL Zip Code 32504

PHONE NO: 850-476-5100

E-MAIL: MSacco@LandrumHR.com

Date: 3-11-21

SANTA ROSA COUNTY
BOARD OF COUNTY COMMISSIONERS
INSURANCE REQUIREMENTS
SRC Procurement Form INS Std _ 017_00_082119

INSURANCE REQUIREMENTS

1) THE SUBMITTER RECEIVING AN AWARD WILL OBTAIN OR POSSESS THE FOLLOWING INSURANCE COVERAGES AND WILL PROVIDE CERTIFICATES OF INSURANCE TO THE OWNER TO VERIFY SUCH COVERAGE:

A. WORKERS' COMPENSATION – MEET STATUTORY LIMITS IN COMPLIANCE WITH THE WORKERS COMPENSATION LAWS OF FLORIDA. THIS POLICY MUST INCLUDE EMPLOYER LIABILITY WITH A LIMIT OF \$100,000 FOR EACH ACCIDENT, \$500,000 DISEASE POLICY LIMIT AND \$100,000 DISEASE EACH EMPLOYEE LIMIT.

CONTRACTOR WILL PROVIDE A COPY OF THEIR EXEMPTION CERTIFICATE AND ARTICLES OF INCORPORATION IF CLAIMING EXCEPTION TO WORKERS COMPENSATION REQUIREMENT. THE DIVISION OF WORKERS' COMPENSATION OFFERS AN ONLINE SYSTEM FOR APPLICANTS TO APPLY FOR OR RENEW A CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA'S WORKERS' COMPENSATION LAW, MODIFY AN EXEMPTION APPLICATION, OR PRINT THEIR CERTIFICATE. THE WEBSITE IS; WC_EXEMPTION@MYFLORIDACFO.COM.

B. COMMERCIAL GENERAL LIABILITY – COVERAGE SHALL PROVIDE MINIMUM LIMITS OF LIABILITY OF \$1,000,000 PER OCCURRENCE, \$2,000,000 AGGREGATE, FOR BODILY INJURY AND PROPERTY DAMAGE. THIS SHALL INCLUDE COVERAGE FOR:

- i. PREMISES/OPERATIONS
- ii. PRODUCTS/COMPLETE OPERATIONS
- iii. CONTRACTUAL LIABILITY
- iv. INDEPENDENT CONTRACTORS

C. BUSINESS AUTO LIABILITY – COVERAGE SHALL PROVIDE MINIMUM LIMITS \$500,000. COMBINED SINGLE LIMIT FOR BODILY INJURY AND PROPERTY DAMAGE. IF SPLIT LIMIT COVERAGE IS PROVIDED LIMITS OF 500,000 PER PERSON/500,000 PER ACCIDENT AND 500,000 FOR PROPERTY DAMAGE ARE REQUIRED. THIS SHALL INCLUDE COVERAGE FOR:

- i. OWNED AUTOS

ii. HIRED AUTOS

iii. NON-OWNED AUTOS

SPECIAL REQUIREMENTS

- 2) PRIOR TO EXECUTION OF A CONTRACT OR AGREEMENT, CERTIFICATES OF INSURANCE WILL BE PRODUCED THAT SHALL PROVIDE FOR THE FOLLOWING:
 - A. **SANTA ROSA COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE COMMERCIAL GENERAL LIABILITY POLICY, INCLUDING PRODUCTS/COMPLETED OPERATIONS COVERAGE.**
 - B. **SANTA ROSA COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE BUSINESS AUTO LIABILITY POLICY.**
 - C. **SANTA ROSA COUNTY WILL BE GIVEN THIRTY (30) DAYS' NOTICE PRIOR TO CANCELLATION OR MODIFICATION OF ANY STIPULATED INSURANCE.**
- 3) IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT ALL SUBCONTRACTORS COMPLY WITH ALL INSURANCE REQUIREMENTS.
- 4) IT SHOULD BE NOTED THAT THESE ARE MINIMUM REQUIREMENTS WHICH ARE SUBJECT TO MODIFICATION IN RESPONSE TO SPECIALIZED OR HIGH HAZARD OPERATIONS. IN THE EVENT OF UNUSUAL CIRCUMSTANCES, THE COUNTY ADMINISTRATOR OR HIS DESIGNEE, MAY ADJUST THESE INSURANCE REQUIREMENTS.
- 5) **A COPY OF THESE COVERAGES ON A CERTIFICATE OF INSURANCE OR A LETTER OF INSURABILITY FROM YOUR CARRIER STATING THAT YOU WILL OBTAIN THE LEVELS OF COVERAGE ABOVE SHALL BE PROVIDED WITH YOUR BID SUBMISSION.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/01/2021

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

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


PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 250 Tequesta Drive Suite 308 Suite 300 Tequesta, FL 33469	CONTACT NAME: Stonehenge Certificates PHONE (A/G, No, Ext): 5817465027 FAX (A/G, No): E-MAIL ADDRESS: GGB.Tequesta,Certs@ajg.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED Landrum Human Resource Companies, Inc 6723 Plantation Road Pensacola, FL 32504	INSURER A: Zurich American Insurance Company NAIC # 18535	
	INSURER B: American Guarantee & Liability Ins Co	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 3EVL62ML **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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PRA 5908811-07	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED <input checked="" type="checkbox"/> AUTOS ONLY		PRA 0891842-00	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		UMB 6513024-07	10/01/2020	10/01/2021	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Commercial Crime Professional Liability		PRA 5908811-07 PRA 5908811-07	10/01/2020	10/01/2021	Employees Dishonest Acts \$ 1,000,000 Each Claim \$ 2,000,000 Aggregate \$ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The above General Liability and Automobile policies have Blanket Additional Insured and Blanket Waiver of Subrogation. The Umbrella Policy indicated above is a Follow Form Policy and as such, follows the General Liability and Automobile for the Blanket Additional Insured and Blanket Waiver of Subrogation. Primary NonContributory & Waiver of Subrogation are automatically included as required by written contract and/or agreement under the General Liability & Automobile; General Liability includes Designated Project Limits of Insurance at \$3,000,000 Designated Project Aggregate Limit and \$5,000,000 Combined Total Designated Project Aggregate Limit; Umbrella is follow form; all subject to the terms, conditions and exclusions within the policy. EPLI - Beazley - POLICY #MR201072; POLICY TERM 10/1/20-10/01/21 \$3,000,000 MAXIMUM LIMIT OF LIABILITY FOR EACH CLAIM. \$3,000,000 THIRD-PARTY DISCRIMINATION LIMIT OF LIABILITY. \$3,000,000 PUNITIVE, EXEMPLARY AND MULTIPLE DAMAGES LIMIT OF LIABILITY. \$7,000,000 MAXIMUM AGGREGATE LIMIT OF LIABILITY FOR ALL CLAIMS. \$1,000,000 Max Limit of Liability Each Claim per client company \$1,000,000 Max Aggregate of Liability Each Claim per client company COMMERCIAL CRIME/Fidelity 10/1/20-21 (LOSS SUSTAINED)\$25,000
(continued next page)

CERTIFICATE HOLDER Santa Rosa County 6495 Caroline Street Suite M Milton, FL 32570	CANCELLATION 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 

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

PRODUCER Arthur J. Gallagher Risk Management Services, Inc.		INSURED Landrum Human Resource Companies, Inc	
POLICY NUMBER			
CARRIER	NAIC CODE	ISSUE DATE: 03/01/2021	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

(continued from previous page)

Retention- Zurich American Insurance Company; POLICY # PRA 5908811-07 \$1,000,000 Employee Dishonesty; \$1,000,000 Forgery or Alteration; \$1,000,000 Inside the Premises; \$1,000,000 Outside the Premises; \$2,000,000 Computer Fraud; \$1,000,000 Money Orders & Counterfeit Paper Currency; \$1,000,000 Client's Property Coverage; \$2,000,000 Funds Transfer Fraud. CYBER LIABILITY 10/1/2020-10/1/21 Landmark American Insurance Company; Policy# LCY785047-\$2,000,000 Limits.Directors & Officers Liability; 10/1/20-10/1/21 Zurich American Ins Co - MPL 0139366-06-Retention/SIR-\$50,000-\$5,000,000 Each Occurrence \$1,000,000 Additional Limit for Defense Costs \$6,000,000 Combined Aggregate. Stop Gap included for states of North Dakota, Ohio, Washington, Wyoming under policy #PRA 5908811-07 at limits of \$1m/\$1m/\$1m effective 10/1/20-10/1/21. Professional Liability Policy #PRA5908811-07 referenced above has a \$50,000 Deductible "Each Wrongful Act" Retention. Schedule of entities that may be covered under these policies; certain policies do not apply to certain entities: Landrum Human Resource Companies, Inc; Landrum Human Resource Companies, Inc. II; hrQ, Inc; Landrum Professional Employer Services, Inc. I; Landrum Professional Employer Services, Inc. II; Landrum Professional Employer Services, Inc. III; Landrum Professional Employer Services, Inc. IV; Landrum Workforce Solutions, Inc; Landrum Workforce Solutions II, Inc; Landrum Administrative Services, Inc; Landrum Companies, Inc; Landrum Family Partnership, LTD; Accredited Holdings, LLC; Accredited Insurance, LTD; Amstaff Human Resources, Inc. VI dba Landrum Professional Employer Services, Inc V; Landrum Professional Employer Services Retirement Savings Plan, and LandrumHR SJR.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/1/2021

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

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

PRODUCER Liberty Mutual Insurance Co. National Insurance East
2000 Westwood Dr.
Wausau, WI 54401

CONTACT NAME:
PHONE (A/C, No. Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: CMeCertProduction@LibertyMutual.com

www.LibertyMutual.com

INSURED
LandrumHR Workforce Solutions, Inc.
6723 Plantation Road
Pensacola FL 32504

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 60415449

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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <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) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WA2-65D-428303-061 WC2-651-291281-161	1/1/2021 1/1/2021	1/1/2022 1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Workers Compensation coverage for Employees of LandrumHR Workforce Solutions, Inc., 6723 Plantation Road, Pensacola, FL 32504.

CERTIFICATE HOLDER

Santa Rosa County Board of County Commissioners
6495 Caroline Street, Suite M
Milton FL 32570

CANCELLATION

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

LiAnna Whitfield

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ACORD 25 (2016/03)

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LOBBYING - 31 U.S.C. 1352, 49 CFR Part 19, 49 CFR Part 20

APPENDIX A, 49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

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

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, *et seq.*)]

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1) -(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.]

The Proposer, LandrumHR Workforce Solutions, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

Mandy R. Sacco

Mandy R. Sacco, President

3-11-21

Signature of proposer's Authorized Official

Name and Title of proposer's Authorized Official

Date

State of Florida

Department of State

I certify from the records of this office that LANDRUMHR WORKFORCE SOLUTIONS, INC. is a corporation organized under the laws of the State of Florida, filed on December 10, 1973.

The document number of this corporation is 442077.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on June 9, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Fourth day of March, 2021*



Randy R. ...
Secretary of State

Tracking Number: 8751637859CU

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

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



A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov.

[Log In](#)

[Login.gov FAQs](#)

- ALERT: SAM.gov will be down for scheduled maintenance Saturday, 03/13/2021 from 8:00 AM to 1:00 PM.
- Due to internal CAGE maintenance, CAGE will be unavailable on Sunday March 7, 2021 @ 7:00 AM - 01:30 PM (ET).

Search Results

Current Search Terms: **LANDRUMHR WORKFORCE SOLUTIONS, INC.***

Total records: 1

[Save PDF](#) [Export Results](#) [Print](#)

Result Page: 1

Sort by **Relevance** Order by **Descending**

Your search for **LANDRUMHR WORKFORCE SOLUTIONS, INC.*** returned the following results...

Entity	LANDRUMHR WORKFORCE SOLUTIONS, INC.	Status: Active
DUNS: 035619741	CAGE Code: 7V524	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 09/25/2021	Debt Subject to Offset?: No	
Purpose of Registration: All Awards		

Result Page: 1

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IBM-P-20210209-0148
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- [GSA.gov/IAR](#)
- [GSA.gov](#)
- [USA.gov](#)

This is U.S. Government Services Administration Federal Government computer system that is FOR OFFICIAL USE ONLY. This system is subject to automatic data backup and performance monitoring. All users of this system are subject to disciplinary action including criminal prosecution.

Proposed Changes to Draft Contract

Section 2 – Services

LandrumHR does not provide meals for its employees during any event. LandrumHR will be providing temporary labor services only.

Section 4 – Compensation

LandrumHR will provide temporary labor to the County for the agreed upon bill rates included in Exhibit A of RFP 21-017 Temporary Staffing Services.

Section 18 – Minority/Women’s Business Enterprises

LandrumHR Workforce Solutions, Inc. is not a federal contractor or subcontractor. Although we employ persons of all races, genders, and persons with disabilities, we do not maintain a written affirmative action plan as a federal contractor would. LandrumHR Workforce Solutions does maintain Equal Employment Opportunity, Open Door and Antiharassment and Antidiscrimination policies designed to ensure protection and fairness for all employees. These policies are as follows, listed below.

LandrumHR Workforce Solutions’ service model to clients is based on clients’ needs, as determined solely by clients. At its clients’ requests, LandrumHR Workforce Solutions assigns its employees to work on a temporary or temporary-to-permanent basis at client locations at rates and hours determined by clients.

LandrumHR Workforce Solutions’ position that it is not a federal contractor or subcontractor is based on the factors set forth in the *OFCCP v. Bridgeport Hospital*, 2003 DOL Ad. Rev. Bd., LEXIS 2 (Jan. 31, 2003) as follows:

- a) LandrumHR Workforce Solutions does not have any facilities on federal properties.
- b) LandrumHR Workforce Solutions has no direct federal contracts.
- c) LandrumHR Workforce Solutions is not an owner of any of its clients. Specific to this matter, there is no common ownership between LandrumHR Workforce Solutions and Santa Rosa County.
- d) LandrumHR Workforce Solutions does not control any aspects of its clients’ business decisions, including the business decisions of Santa Rosa County.
- e) LandrumHR Workforce Solutions performs no tasks which are “part of” or “necessary to achievement of” a federal contract. Specifically, although LandrumHR Workforce Solutions provides temporary employees to Santa Rosa County to perform tasks at Santa Rosa County’s instructions, engagement of LandrumHR Workforce Solutions is not necessary for Santa Rosa County to achieve its obligations under its federal contract. If Santa Rosa County desired, it could select its own employees and pay all wages to those employees.

For these reasons, LandrumHR Workforce Solutions is of the opinion that its work with Santa Rosa County would not require that LandrumHR Workforce Solutions maintain an affirmative action plan.

RFP 21-017 Temporary Staffing Services

Equal Employment Opportunity

All persons are entitled to equal employment opportunity regardless of race, color, religion, sex, national origin, age, disability, marital status or veteran status. In compliance with all federal and state civil rights laws, LandrumHR Workforce Solutions makes every effort to employ and promote the most qualified individuals without regard to the above factors. If you have a disability and need reasonable accommodations, you should request such accommodations from LandrumHR Workforce Solutions at 850-476-5100.

LandrumHR's Open Door Policy

We want you to be successful in your employment. Our door is always open to you. If your concern relates to harassment or discrimination, please use the reporting procedure in the policy below. If the concern relates to any other type of problem (for example, if you feel you are not being treated fairly or you have any type of job-related problem that prevents you from performing at your best level), you must use the following Open Door procedure:

- First, discuss your concern with your immediate supervisor. If the issue isn't resolved to your satisfaction or if you aren't comfortable going to your supervisor for any reason, please proceed to step 2.
- Second, immediately notify your LandrumHR Workforce Solutions' Recruiter at 850-476-5100 or 800-888-0472. LandrumHR will make every effort to help resolve the situation, but we have to be aware of the problem to be able to assist you.
- Finally, if you are not satisfied with the answer you receive in the second step, please submit your problem or concern in writing, within three days of notification of the decision at the second step, to the President of LandrumHR Workforce Solutions, Mandy Sacco, who will advise you of a final decision.

Of course, you are always free to contact us regarding any problem that you have, even if it is personal in nature.

Discrimination and Harassment (Including Sexual Harassment)

We are committed to providing a work environment free of all forms of discrimination and harassment based upon race, sex, color, religion, national origin, age, disability, marital status, veteran status or any other legally protected status. As an employee, you have an obligation to refrain from discrimination and harassment. With regard to sexual harassment, no one should be subjected to unsolicited and/or unwelcome sexual overtones, comments or conduct, either verbal or physical.

Sexual harassment refers to behavior that is not welcome, is personally offensive, fails to respect the rights of others, lowers morale, and/or interferes with our work effectiveness. Sexual harassment may be overt or subtle. Forms of harassment include demands for sexual favors, sexual

innuendos, suggestive comments, jokes of a sexual nature, sexual propositions, threats, sexually suggestive objects, E-mails, pictures and suggestive or offensive gestures or touching.

Harassment is verbal or physical conduct that denigrates or shows hostility or aversion towards a person because of sex, color, race, religion, national origin, marital status, veteran status, age or any other protected category. It includes but is not limited to epithets, slurs or negative stereotyping, threatening, hostile or intimidating acts, and written or graphic material that denigrates or shows aversion towards a person.

Remember, **any incident of discrimination or harassment, sexual or otherwise, is unacceptable.** If you should find yourself subjected to conduct which may violate this policy or makes you uncomfortable in your work, here are the appropriate steps you must take:

- First, tell the offending party to stop the conduct.
- Second, immediately contact LandrumHR Workforce Solutions' Recruiter at 850-476-5100 or 800-888-0472. We will make every effort to resolve the situation, but we have to be aware of the problem to be able to assist you.
- Finally, if you are not satisfied with the answer you receive in the second step, please submit your problem or concern in writing, within three days of notification of the decision at the second step, to the President of LandrumHR Workforce Solutions, Mandy Sacco, who will advise you of a final decision.

All claims will be promptly, thoroughly and impartially investigated, and corrective action will be taken where appropriate. Employees who make good faith concerns of discrimination or harassment will be protected against retaliation. You should immediately report any retaliation under the concern procedure set forth in this policy. Confidentiality will be protected to the extent possible. Any violation of this policy may result in disciplinary action up to and including unpaid suspension and/or dismissal.

DRAFT CONTRACT

Please note: This sample contract is a draft contract for proposer's to view and understand the County's standard terms and conditions. It is subject to revisions. By submitting a formal quote, proposer understands and acknowledges that the draft contract is not an offer. Proposers are not to sign this draft contract.

AGREEMENT BETWEEN _____ COUNTY, FLORIDA
AND _____
CONTRACT ID _____
(Federal Funding)

THIS AGREEMENT (hereinafter referred to as the "Agreement") is made this _____, day of _____, 2021, by and between Santa Rosa County, Florida, a political subdivision of the state of Florida, (hereinafter referred to as the "County"), and _____, a _____, authorized to do business in the State of Florida (hereinafter referred to as "Contractor") whose Federal I.D. # is _____.

RECITALS

WHEREAS, the County is in need of a contractor to provide employees meals during a disaster event ("Services"); and

WHEREAS, INSERT HOW YOU PROCURED; and

WHEREAS, Contractor is a certified and insured entity with the necessary experience to provide the desired Services; and

WHEREAS, the County wishes to enter into this Agreement with Contractor to provide the Services to the County for an amount of _____ Dollars (\$ _____), as further detailed below.

NOW THEREFORE, in consideration of the promises and the mutual covenants herein, the parties agree as follows:

1. Recitals and Attachments. The Recitals set forth above are hereby incorporated into this Agreement and made part hereof for reference. The following documents are attached to this Agreement and are incorporated herein.

- Attachment "A" – Contractor's Scope of Services;
- Attachment "B" – Title VI list of pertinent nondiscrimination acts and authorities;
- Attachment "C" – Special Conditions – Additional Federal Requirements;

2. Services. Contractor agrees to perform the following services, providing employees meals during a disaster event. The Services to be provided are further detailed in the Contractor's proposal attached as Attachment "A" and incorporated herein by reference. The Services shall be performed by Contractor to the full satisfaction of the County. Contractor agrees to have a qualified representative to audit and inspect the Services provided on a regular basis to ensure all Services are being performed in accordance with the County's needs and pursuant to the terms of this Agreement and shall report to the County accordingly. Contractor agrees to immediately inform the County via telephone and in writing of any problems that could cause damage to the County. Contractor will require its employees to perform their work in a manner befitting the type and scope of work to be performed.

3. Term and Renewal. The term of this Agreement shall begin when all parties have signed, and shall continue for a period of _____ years from the date of full execution of this Agreement, subject to the County's ability to terminate in accordance with Section 7 of this Agreement. The terms of Section 23 entitled "Indemnification and Waiver of Liability" shall survive termination of this Agreement.

This agreement may be renewed upon mutual written agreement of the parties for a period of up to _____ year renewals.

4. Compensation. The Contractor agrees to provide the Services to the County, including materials and labor, in a total amount of _____ Dollars (\$ _____).

a. Contractor shall submit an invoice to the County upon completion of event. The invoice shall indicate that all services have been completed for that invoice period. In addition, Contractor agrees to provide the County with any additional documentation requested to process the invoices.

b. Disbursement. Check one:

There are no reimbursable expenses associated with this Agreement.

c. Payment Schedule. Invoices received from the Contractor pursuant to this Agreement will be reviewed by the initiating County Department. Payment will be disbursed as set forth above. If services have been rendered in conformity with the Agreement, the invoice will be sent to the Finance Department for payment. Invoices must reference the contract number assigned by the County after execution of this Agreement. Invoices will be paid in accordance with the State of Florida Local Government Prompt Payment Act.

d. Availability of Funds. The County's performance and obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the County Commission.

Contractor shall make no other charges to the County for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expenses or cost is incurred by Contractor with the prior written approval of the County. If the County disputes any charges on the invoices, it may make payment

of the uncontested amounts and withhold payment on the contested amounts until they are resolved by agreement with the Contractor. Contractor shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Contractor further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

5. Ownership of Documents and Equipment. All documents prepared by the Contractor pursuant to this Agreement and related Services to this Agreement are intended and represented for the ownership of the County only. Any other use by Contractor or other parties shall be approved in writing by the County. If requested, Contractor shall deliver the documents to the County within fifteen (15) calendar days.

6. Insurance. Contractor shall, at its sole cost and expense, during the period of any work being performed under this Agreement, procure and maintain the minimum insurance coverage required as set forth in Attachment "A" attached hereto and incorporated herein to protect the County and Contractor against all loss, claims, damages and liabilities caused by Contractor, its agents, or employees.

7. Termination and Remedies for Breach.

- a. If, through any cause within its reasonable control, the Contractor shall fail to fulfill in a timely manner or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the County shall have the right to terminate the Services then remaining to be performed. Prior to the exercise of its option to terminate for cause, the County shall notify the Contractor of its violation of the particular terms of the Agreement and grant Contractor thirty (30) days to cure such default. If the default remains uncured after thirty (30) days the County may terminate this Agreement, and the County shall receive a refund from the Contractor in an amount equal to the actual cost of a third party to cure such failure. If Contractor fails, refuses or is unable to perform any term of this Agreement, County shall pay for services rendered as of the date of termination.
 - i. In the event of termination, all finished and unfinished documents, data and other work product prepared by Contractor (and sub-Contractor (s)) shall be delivered to the County and the County shall compensate the Contractor for all Services satisfactorily performed prior to the date of termination, as provided in Section 4 herein.
 - ii. Notwithstanding the foregoing, the Contractor shall not be relieved of liability to the County for damages sustained by it by virtue of a breach of the Agreement by Contractor and the County may reasonably withhold payment to Contractor for the purposes of set-off until such time as the exact amount of damages due the County from the Contractor is determined.
- b. **Termination for Convenience of County.** The County may, for its convenience and without cause immediately terminate the Services then remaining to be performed at any time by giving written notice. The terms of Paragraph a(i) and a(ii) above shall be applicable hereunder.

- c. Termination for Insolvency. The County also reserves the right to terminate the remaining Services to be performed in the event the Contractor is placed either in voluntary or involuntary bankruptcy or makes any assignment for the benefit of creditors.
- d. Termination for failure to adhere to the Public Records Law. Failure of the Contractor to adhere to the requirements of Chapter 119 of the Florida Statutes and Section 9 below, may result in immediate termination of this Agreement.

8. Governing Law, Venue and Waiver of Jury Trial. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder shall be brought exclusively in the First Judicial Circuit in and for Santa Rosa County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County to file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes.

9. Public Records. Any record created by either party in accordance with this Contract shall be retained and maintained in accordance with the public records law, Florida Statutes, Chapter 119. Contractor must comply with the public records laws, Florida Statute chapter 119, specifically Contractor must:

- a. Keep and maintain public records required by the County to perform the service.
- b. Upon request from the County's custodian of public records, 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.
- c. 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.
- d. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the public agency upon

completion of the contract, the contractor shall 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 shall meet all applicable requirements for retaining the public records. All records stored electronically must be provided to the public agency, upon the request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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 AT WANDA PITTS (850) 983-1925; wandap@santarosa.fl.gov; 6495 CAROLINE STREET, SUITE C, MILTON, FL 32570.

10. Audit. The County and/or its designee shall have the right from time to time at its sole expense to audit the compliance by the Contractor with the terms, conditions, obligations, limitations, restrictions, and requirements of this Contract and such right shall extend for a period of three (3) years after termination of this Contract.

11. Notices. All notices and other communications required or permitted to be given under this Agreement by either party to the other shall be in writing and shall be sent (except as otherwise provided herein) (i) by certified mail, first class postage prepaid, return receipt requested, (ii) by guaranteed overnight delivery by a nationally recognized courier service, or (iii) by facsimile with confirmation receipt (with a copy simultaneously sent by certified mail, first class postage prepaid, return receipt requested or by overnight delivery by traditionally recognized courier service), addressed to such party as follows:

If to the County:		With a copy to:
If to the Contractor:		

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12. Assignment. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of the County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward the County.

13. Subcontracting. Contractor shall not subcontract any services or work to be provided to County without the prior written approval of the County's Representative. The County reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The County's acceptance of a subcontractor shall not be unreasonably withheld. The Contractor is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities. Additionally, any subcontract entered into between the Contractor and subcontractor will need to be approved by the County prior to it being entered into and said agreement shall incorporate in all required terms in accordance with local, state and federal regulations.

14. Civil Rights. The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

15. Compliance with Nondiscrimination Requirements. During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest, agrees as follows:

- a. **Compliance with Regulations.** The Contractor will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated and attached hereto as Attachment "B".
- b. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.

- c. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- d. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County or other governmental entity to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the County or the other governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.
- e. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the County will impose such contract sanctions as it or another applicable state or federal governmental entity may determine to be appropriate, including, but not limited to:
- a. Withholding payments to the Contractor under the Agreement until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.
- f. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the County may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the County to enter into any litigation to protect the interests of the County. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

16. Procurement of Recovered Materials. Contractor and any subcontractors agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or

- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

17. Debarment and Suspension. Contractor as part of the procurement response, Attachment "D" has submitted to the County a certification that Contractor and its principals, if applicable, are not presently debarred or suspended by any Federal department or agency from participating in this transaction. Contractor now agrees to verify, to the extent applicable that for each lower tier subcontractor that exceeds \$25,000 as a "covered transaction" under the Services to be provided is not presently disbarred or otherwise disqualified from participating in the federally assisted services. The Contractor agrees to accomplish this verification by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offerer /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

18. Minority/Women's Business Enterprises. Contractor must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance by all sub-contractors. Information regarding certified M/WBE firms can be obtained from (the following list is not exhaustive):

- Florida Department of Management Services (Office of Supplier Diversity);
- Florida Department of Transportation;
- Minority Business Development Center in most large cities; and
- Local Government M/DBE programs in many large counties and cities.

19. Compliance with Laws. Contractor shall secure any and all permits, licenses and approvals that may be required in order to perform the Services, shall exercise full and complete authority over

Contractor's personnel, shall comply with all workers' compensation, employer's liability and all other federal, state, county, and municipal laws, ordinances, rules and regulations required of an employer performing services such as the Services, and shall make all reports and remit all withholdings or other deductions from the compensation paid to Contractor's personnel as may be required by any federal, state, county, or municipal law, ordinance, rule, or regulation.

20. Conflict of Interest. The Contractor covenants that it presently has no interest and shall not acquire any interest, directly or indirectly which could conflict in any manner or degree with the performance of the Services. The Contractor further covenants that in the performance of this Agreement, no person having any such interest shall knowingly be employed by the Contractor. The Contractor guarantees that he/she has not offered or given to any member of, delegate to the Congress of the United States, any or part of this contract or to any benefit arising therefrom.

21. Independent Contractor. Contractor enters into this Agreement as, and shall continue to be, an independent contractor. All services shall be performed only by Contractor and Contractor's employees. Under no circumstances shall Contractor or any of Contractor's employees look to the County as his/her employer, or as partner, agent or principal. Neither Contractor, nor any of Contractor's employees, shall be entitled to any benefits accorded to the County's employees, including without limitation worker's compensation, disability insurance, vacation or sick pay. Contractor shall be responsible for providing, at Contractor's expense, and in Contractor's name, unemployment, disability, worker's compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

22. Third Party Beneficiaries. It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

23. Indemnification and Waiver of Liability. The Contractor agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the County, its agents, representatives, officers, directors, officials and employees from and against claims, damages, losses and expenses (including but not limited to attorney's fees, court costs and costs of appellate proceedings) relating to, arising out of or resulting from the Contractor's negligent acts, errors, mistakes or omissions relating to professional Services performed under this Agreement. The Contractor's duty to defend, hold harmless and indemnify the County its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury; sickness; disease; death; or injury to impairment, or destruction of tangible property including loss of use resulting therefrom, caused by any negligent acts, errors, mistakes or omissions related to Services in the performance of this Agreement including any person for whose acts, errors, mistakes or omissions the Contractor may be legally liable. The parties agree that TEN DOLLARS (\$10.00) represents specific consideration to the Contractor for the indemnification set forth herein.

The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the

provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

24. Taxes and Assessments. Contractor agrees to pay all sales, use, or other taxes, assessments and other similar charges when due now or in the future, required by any local, state or federal law, including but not limited to such taxes and assessments as may from time to time be imposed by the County in accordance with this Agreement. Contractor further agrees that it shall protect, reimburse and indemnify County from and assume all liability for its tax and assessment obligations under the terms of the Agreement.

The County is exempt from payment of Florida state sales and use taxes. The Contractor shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Contractor authorized to use the County's tax exemption number in securing such materials.

The Contractor shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

25. Prohibition Against Contracting with Scrutinized Companies. Pursuant to Florida Statutes Section 215.4725, contracting with any entity that is listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Contractors must certify that the company is not participating in a boycott of Israel. Any contract for goods or services of One Million Dollars (\$1,000,000) or more shall be terminated at the County's option if it is discovered that the entity submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria after July 1, 2018.

Any contract entered into or renewed after July 1, 2018 shall be terminated at the County's option if the company is listed on the Scrutinized Companies that Boycott Israel List or engaged in the boycott of Israel. Contractors must submit the certification that is attached to this agreement as Attachment "D". Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Contractor of the County's determination concerning the false certification. The Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination was in error. If the Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute Section 215.4725.

26. Special Conditions – Additional Federal Requirements. As some or all of the Services to be provided under this Agreement may be funded with federal funds. Contractor agrees to adhere to the required additional federal requirements set forth in Attachment "___" and incorporated herein by reference.

27. Inconsistencies and Entire Agreement. If there is a conflict or inconsistency between any term, statement, requirement, or provision of any attachment attached hereto, any document or events referred to herein, or any document incorporated into this Agreement, the term, statement,

requirement, or provision contained in this Agreement shall prevail and be given superior effect and priority over any conflicting or inconsistent term, statement, requirement or provision contained in any other document or attachment, including but not limited to Attachments listed in Section 1.

28. Severability. If any term or condition of this Contract shall be deemed, by a court having appropriate jurisdiction, invalid or unenforceable, the remainder of the terms and conditions of this Contract shall remain in full force and effect. This Contract shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all the terms and provisions hereof.

29. Entire Agreement. This Agreement contains the entire agreement of the parties, and may be amended, waived, changed, modified, extended or rescinded only by in writing signed by the party against whom any such amendment, waiver, change, modification, extension and/or rescission is sought.

30. Representation of Authority to Contractor/Signatory. The individual signing this Agreement on behalf of Contractor represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. The signatory represents and warrants to the County that the execution and delivery of this Agreement and the performance of the Services and obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Contractor and enforceable in accordance with its terms.

(Remainder of Page Intentionally Left Blank)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate on the day and year first written above.

WITNESS:

Signature

BY: _____

Print Name

ATTEST

SANTA ROSA COUNTY, FLORIDA

BY: _____

DRAFT

Attachment "A"
Contractor's Proposal

DRAFT

Attachment "B" Civil Rights Clauses

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems; places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*).

Attachment "C"

Federal Requirements

The following special conditions may apply to the Agreement and are incorporated herein by reference:

Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387) Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA).

Contractor must include this requirement in all subcontracts that exceeds \$250,000.

Byrd Anti Lobbying Amendment (31 U.S. C. 1352). The Certification regarding Lobbying executed by Contractor and attached as part of Attachment "A" to the Agreement is hereby acknowledged and made part of the Agreement by reference.

Work Hour and Safety Standards (40 U.S.C. 3701-3708). The Certification regarding Work Hours and Safety Standards executed by Contractor and attached as part of Attachment "A" to the Agreement is hereby acknowledged and made part of the Agreement by reference.

Equal Employment Opportunity (2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR 61-4.3; Executive Order 11246). During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Act (2 CFR Part 200; 29 CFR Part 5).

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred

during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the County may, after written notice to the Contractor, County, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee

programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the County if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, County, or Owner, as the case may be, for transmission to the County. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the _____ if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, County, or Owner, as the case may be, for transmission to the _____, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the Countying government agency (or the applicant, County, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(i)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the County, _____, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, County, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits

listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as _____ may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses

in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

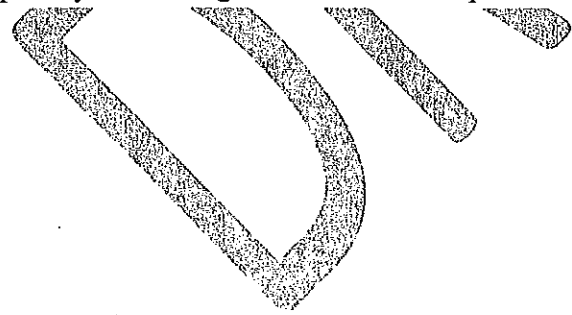
Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.



Attachment "D"
Scrutinized Contractors Certificate

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: _____

SIGNATURE: _____

COMPANY: _____

NAME: _____

(Typed or Printed)

ADDRESS: _____

TITLE: _____

E-MAIL: _____

PHONE NO.: _____

Attachment “B” Civil Rights Clauses

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this Agreement, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), as applicable, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 *et seq.*)

Attachment "C"

Federal Requirements

The following special conditions may apply to the Agreement and are incorporated herein by reference:

Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387) Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 740-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The County assumes responsibility for notifying the Environmental Protection Agency (EPA).

Contractor must include this requirement in all subcontracts that exceeds \$250,000.

Byrd Anti Lobbying Amendment (31 U.S. C. 1352). The Certification regarding Lobbying executed by Contractor and attached as part of Attachment "A" to the Agreement is hereby acknowledged and made part of the Agreement by reference.

Work Hour and Safety Standards (40 U.S.C. 3701-3708). The Certification regarding Work Hours and Safety Standards executed by Contractor and attached as part of Attachment "A" to the Agreement is hereby acknowledged and made part of the Agreement by reference.

Equal Employment Opportunity (2 CFR Part 200, Appendix II(C); 41 CFR § 61-1.4; 41 CFR 61-4.3; Executive Order 11246). During the performance of this contract, the Contractor agrees as follows:

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identify, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff, or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: *Provided, however*, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Davis-Bacon Act (2 CFR Part 200; 29 CFR Part 5).

1. Minimum Wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred

during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii)(A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination;
- (2) The classification is utilized in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the Contractor, the laborers, or mechanics to be employed in the classification, or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program: *Provided* that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding.

The County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of work, all or part of the wages required by the contract, the County may, after written notice to the Contractor, County, Applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and Basic Records.

(i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee

programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the County if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, County, or Owner, as the case may be, for transmission to the County. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the _____ if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, County, or Owner, as the case may be, for transmission to the _____, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the County government agency (or the applicant, County, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the County, _____, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, County, applicant, or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits

listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as _____ may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses

in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of Eligibility.

(i) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

Exhibit D

VENDORS ON SCRUTINIZED COMPANIES LISTS

By executing this Certificate, the bid proposer, certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, (2) engaged in a boycott of Israel, (3) listed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, or (4) engaged in business operations in Cuba or Syria. Pursuant to section 287.135(5), Florida Statutes, the County may disqualify the bid proper immediately or immediately terminate any agreement entered into for cause if the bid proposer is found to have submitted a false certification as to the above or if the Contractor is placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria, during the term of the Agreement. If the County determines that the bid proposer has submitted a false certification, the County will provide written notice to the bid proposer. Unless the bid proposer demonstrates in writing, within 90 calendar days of receipt of the notice, that the County's determination of false certification was made in error, the County shall bring a civil action against the bid proposer. If the County's determination is upheld, a civil penalty shall apply, and the bid proposer will be ineligible to bid on any Agreement with a Florida agency or local governmental entity for three years after the date of County's determination of false certification by bid proposer.

As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

DATE: April 18, 2021 SIGNATURE: Mandy R. Sacco
COMPANY: LandHumTR Workforce Solutions NAME: Mandy R. Sacco
(Typed or Printed)
ADDRESS: 6723 Plantation Rd TITLE: President
Pensacola, FL 32504 E-MAIL: msacco@landhumtr.com
PHONE NO.: 850-476-5100